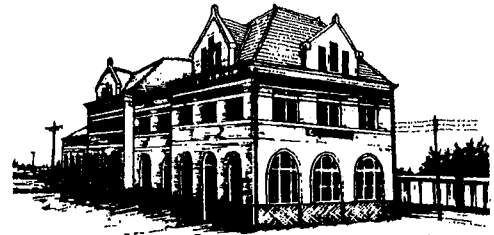


City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

MAYOR: Gary Lybarger
COUNCIL: Ward 1 - Vacant, Rich Madison, Gabe Carroll, Marsha Wilson, Dave Koets, Christine Nielsen, Steve Wintermute
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CO-CITY ATTORNEYS: Marion James

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, June 17, 2016
6:00 p.m.
06/17/2016 3:35 PM

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE:** *These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.*
 1. **Minutes:** June 7, 2016 – Regular Meeting
 2. **Claims & Fund Transfers:**
 - i) **Total Claims** - \$182,632.76
 - ii) **Fund Transfers** - \$114,389.95
 3. **Liquor License Renewals:** Elks; Elm's Club; The Lobby (Outdoor Service)
 4. **Cigarette Permit Renewals:** Elm's Club
 5. **Amusement Permit Renewals:** Backdoor Restaurant and Lounge; Elm's Club
6. **Public Forum –** *the Mayor and City Council welcome comments from the public on any subject pertaining to City business, including items on this agenda. You are asked to state your name and address for the record and to limit your remarks to 3 minutes in order that others may be given the opportunity to speak. The Order of Business is at the discretion of the Chair. No action can be taken.*
7. **New Business**
 1. **Public Hearing** regarding a conditional amendment to the Zoning Ordinance
 2. **Resolution** to approve an Agreement with Casey's for conditional rezoning of property once all the requirements of the Agreement are met by Casey's and the City of Creston
 3. **Resolution** Directing Sale of \$855,000 (Subject to Adjustment per Terms of Offering) General Obligation Refunding Capital Loan Notes, Series 2016A
 4. **Resolution** Authorizing the Redemption of Outstanding General Obligation Capital Loan Notes, Series 2010, of the City of Creston, State of Iowa, Dated July 22, 2010, and Directing Notice be Given
 5. **Resolution** Directing Sale of \$1,090,000 (Subject to Adjustment per Terms of Offering) Taxable General Obligation Urban Renewal Bonds, Series 2016B
 6. **Resolution** to approve a 2.2% base wage increase for all full-time, non-bargaining, non-probationary personnel and all part-time library personnel effective July 1, 2016

7. **Resolution** to set a Public Hearing on July 5, 2016, at 6:00 p.m. for the purpose of receiving public comment on amending Ordinance 16 – 168 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 126, SECTION 126.03 – PROVISIONS PERTAINING TO LICENSE REQUIRED
8. **Resolution** to set a Public Hearing on July 5, 2016, at 6:00 p.m. for the purpose of receiving public comment on amending Ordinance 16 – 169 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 127, SECTION 127.06 – PROVISIONS PERTAINING TO LICENSE FEES
9. **Public Hearing** regarding adding Ordinance 16 – 167 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 55 AND ADDING A NEW SECTION 55.21 – PROVISIONS PERTAINING TO LIVESTOCK
10. **Establish** First Reading of Ordinance 16 – 167 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 55 AND ADDING A NEW SECTION 55.21 – PROVISIONS PERTAINING TO LIVESTOCK
11. **Resolution** to special assess nuisance abatement charges due to non-payment by property owners
12. **Resolution** to approve Agreements with BMI, ASCAP and SESAC, LLC using Hotel-Motel Funds
13. **Resolution** to approve Audit Engagement Agreement and Annual Financial Report Agreement with Martens & Company, CPA, LLP for Year Ending June 30, 2016
14. **Resolution** to approve a Conditional Use Permit regarding the construction of a building to house a crematory at 205 N Sumner Ave, based on the recommendation of the Planning & Zoning Commission
15. **Resolution** to approve FBO Contract with Larry West, West Aviation, for Creston Municipal Airport
16. **Discussion** of Sewer Warranty Program
 - Possible Action
17. **Appointment** with Mindy Stalker to review plans and get approval for a July 3 – Creston ½ Marathon and 5K
 - Possible Action

8. **Other**

9. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL JUNE 7, 2016

The Creston City Council met in regular session at 6:00 o'clock p.m. on the above date in the Council Chambers of the City Hall Complex with Mayor Lybarger presiding.

Roll call being taken with the following Council members present: Wintermute, Koets, Wilson, Carroll, Madison and Nielsen. Ward 1 is vacant.

Mayor Lybarger deleted Item #1 from the agenda.

Wilson moved seconded by Wintermute to approve the agenda as amended. All voted aye. Ward 1 is vacant. Motion declared carried.

Wilson moved seconded by Madison to approve the consent agenda, which included approval of minutes of May 17, 2016, regular meeting; claims of \$472,152.52 and fund transfers of \$48,210.90; liquor license renewals for Pizza Hut and Park & Rec Board; cigarette permit renewals for Colburn's Corner Saloon, Fareway, Creston Farm & Home, Pokorny BP, House of Pain, Hy-Vee and Wal-mart; amusement permit renewals for Colburn's Corner Saloon, Montgomery Street Pub, Sidetracked LLC, Eagles, The Lobby, Elks Lodge and Feldhacker's Family Fun Center; appointment of Josh Madison to the Planning & Zoning Commission; receipt of Certified List of Police Officer Candidates from the Creston Civil Service Commission. All voted aye. Ward 1 is vacant. Motion declared carried.

During Public Forum, Warren Woods, 1106 E. Townline, spoke regarding Item #14 – regarding Adams Street sewer extension, stating the City has previously studied annexation, and unless you provide services to a newly annexed area, there's no chance for annexation. Now would be the time for annexation.

He also commented on Item #13 regarding amending Ordinance 16 – 167 by adding a new section – provisions pertaining to livestock. He feels this is very vague and suggests something be put in there that states the number of head of livestock, as some consider their livestock as pets.

Melvin Scadden, 411 N. Vine, spoke regarding Items #8 and #9, and asked that these be explained to the public exactly what they are for.

A resolution was offered by Madison seconded by Wilson to authorize action for the City to acquire property located at 401 North Birch Street through Iowa Code 657A.10A process and authorize the Mayor and Clerk to execute the proper documentation. Carroll, Madison, Nielsen, Wintermute, Koets and Wilson voted aye. Ward 1 is vacant. Resolution declared passed.

Mayor Lybarger announced that now is the time for a Public Hearing on the matter of Replacing Runway 16-34 VASIs (with PAPIs) and REILs at Creston Municipal Airport. He asked if there was anyone wishing to speak in favor of the project; Warren Woods spoke in favor of the project and said that Clapsaddle-Garber Associates is part of Creston's good history of keeping the airport up. He asked if there was any written correspondence in favor of the project; there was none. He asked if there was anyone wishing to speak against the

project; no one did. He asked if there was any written correspondence against the project; there was none. He then called the Public Hearing to a close.

A resolution was offered by Wilson seconded by Madison to accept a Base Bid of \$134,205.94 and Alternate Bid 1 for \$4,757.84 (total of \$138,963.78) and award contract to Voltmer, Inc., subject to receiving the FAA grant, for the Creston Municipal Airport Replacement of Runway 16-34 VASIs (with PAPIs) and REILs Project and authorize the Mayor and Clerk to execute the proper documentation. Nielsen, Wintermute, Koets, Wilson, Carroll and Madison voted aye. Ward 1 is vacant. Resolution declared passed.

A resolution was offered by Wilson seconded by Wintermute to approve making application for federal assistance to Replace Runway 16-34 VASIs (with PAPIs) and REILs at the Creston Municipal Airport – AIP 3-19-0023-012, PN 4445.04 and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wilson, Carroll, Madison, Nielsen and Wintermute voted aye. Ward 1 is vacant. Resolution declared passed.

A resolution was offered by Wilson seconded by Madison to approve a Non-Federal Reimbursable Agreement between DOT-FAA and the City of Creston for the FAA to provide services pertaining to a commissioning flight inspection of the PAPIs and REILs on Runways 16 & 34 at the Creston Municipal Airport and authorize the Mayor and Clerk to execute the proper documentation. Carroll, Madison, Nielsen, Wintermute, Koets and Wilson voted aye. Ward 1 is vacant. Resolution declared passed.

A resolution was offered by Madison seconded by Wilson to award contract to Herberger Construction Co., Inc., for the Adams Street Bridge Over Lake McKinley Project for \$1,469,169.67 and authorize the Mayor and Clerk to execute the proper documentation. Nielsen, Wintermute, Koets, Wilson, Carroll and Madison voted aye. Ward 1 is vacant. Resolution declared passed.

A resolution was offered by Wilson seconded by Wintermute directing the advertisement for sale of \$855,000 General Obligation Refunding Capital Loan Notes, Series 2016A, approving electronic bidding procedures and Official Statement and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wilson, Carroll, Madison, Nielsen and Wintermute voted aye. Ward 1 is vacant. Resolution declared passed.

A resolution was offered by Madison seconded by Wilson directing the advertisement for sale of \$1,090,000 Taxable General Obligation Urban Renewal Bonds, Series 2016B, approving electronic bidding procedures and Official Statement and authorize the Mayor and Clerk to execute the proper documentation. Carroll, Madison, Nielsen, Wintermute, Koets and Wilson voted aye. Ward 1 is vacant. Resolution declared passed.

A resolution was offered by Wilson seconded by Wintermute to approve Payment Request #1 of \$31,503.90 to Larry Elwood Construction, Inc., for work completed on the Creston City Hall Exterior Opening Restoration Project and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wilson, Carroll, Madison, Nielsen and Wintermute voted aye. Ward 1 is vacant. Resolution declared passed.

A resolution was offered by Wintermute seconded by Wilson to reschedule a Public Hearing for June 21, 2016, at 6:00 p.m. regarding a conditional amendment to the Zoning

Ordinance and authorize the Mayor and Clerk to execute the proper documentation. Carroll, Madison, Nielsen, Wintermute, Koets and Wilson voted aye. Ward 1 is vacant. Resolution declared passed.

A resolution was offered by Wilson seconded by Madison to amend the City of Creston's I & I Policy and authorize the Mayor and Clerk to execute the proper documentation. Nielsen, Wintermute, Wilson, Carroll and Madison voted aye. Koets voted nay. Ward 1 is vacant. Resolution declared passed.

A resolution was offered by Wilson seconded by Madison to set a Public Hearing on June 21, 2016, at 6:00 p.m. for the purpose of receiving public comment on adding Ordinance 16 – 167 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 55 AND ADDING A NEW SECTION 55.21 – PROVISIONS PERTAINING TO LIVESTOCK and authorize the Mayor and Clerk to execute the proper documentation. Nielsen, Wintermute, Koets, Wilson, Carroll and Madison voted aye. Ward 1 is vacant. Resolution declared passed.

Eric Green spoke to Council regarding the Adams Street sewer extension and expressed that he is very interested in hooking into the City's sewer system. He's also spoken with several neighbors that are interested as well.

There are several options the City could take to accomplish this. Council has asked Kevin Kruse to provide them a list of options.

Wilson moved seconded by Madison to approve requested street closures by the Creston Elks on July 3-4, 2016, from 3:00 p.m. – 2:00 a.m., and August 13, 2016, from 11:00 a.m. – 2:00 p.m., on Montgomery Street from Oak to Division Streets. All voted aye. Ward 1 is vacant. Motion declared carried.

Wilson moved seconded by Wintermute to approve requested street closures by the St. Malachy PTO for a Fall Color Run on Sunday, September 25, 2016, at 2:00 p.m. All voted aye. Ward 1 is vacant. Motion declared carried.

Wilson moved seconded by Madison to approve requested street/Alley closures by Gus King/Elm's Club for the Annual Creston Bike Night on Friday, June 24, 2016, from 3:00 p.m. – 1:00 a.m., Saturday, June 25, 2016 – Elm Street between Adams and Montgomery Streets, the alley at Maple Street (both ways) and the alley west of Elm's Club. All voted aye. Ward 1 is vacant. Motion declared carried.

Under Other, Councilperson Wintermute commented on how nice the new hanging flower baskets look.

Mike Taylor let Council know that Waste Management will be mailing out new brochures to all residents regarding the garbage and recycling schedule.

He also let them know the house located at 701 W. Adams Street is scheduled to burn Wednesday at 5 p.m., weather-permitting.

Wintermute moved seconded by Wilson to adjourn the meeting. All voted aye. Ward 1 is vacant. Council adjourned at 6:56 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE PROTECTION	GENERAL FUND	NEWMAN, DAVID	HOMICIDE/CRIME SCENE TRNG	450.00
		CREATIVE PRODUCT SOURCE INC	STICKERS/ACTIVITY CARDS	267.33
			STICKERS/ACTIVITY CARDS	312.73
		CRESTON PUBLISHING CO	EMPLOYMENT AD-OFFICER	99.23
		EMBASSY SUITES	CONF #88285902/SHAWL	202.00
			PARKING	16.00
		STANARD & ASSOCIATES INC	(5) OFFICER SELECTION TEST	70.00
		TREAT AMERICA FOOD SERVICES	MEALS-CARR RIFLE SCHOOL	65.10
		VER MEER, PAUL	QTR CELL PHONE REIMB	60.00
			TOTAL:	1,542.39
DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING-JUN'16	7,655.97
			TOTAL:	7,655.97
FIRE PROTECTION	GENERAL FUND	US CELLULAR	TABLET DATA PLANS	77.64
		CRESTON CITY WATER WORKS	WATER-FIRE STATION	38.88
		ED M FELD EQUIP CO INC	(2) SCBA MASKS	550.00
		HAWKEYE TRUCK EQUIPMENT	BOX & INSTALL-NEW TRUCK	7,735.00
		HEIMAN FIRE EQUIPMENT INC	REPAIR PARTS FIRE NOZZLE	55.15
			PUMP FOR SKID UNIT	1,657.00
			PUMP FOR SKID UNIT	2,343.00
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	30.89
			GAS & ELECTRIC	432.89
		JACKSON, TODD	QTR CELL PHONE REIMB	60.00
			REIMBURSE MEAL FOR HOUSE B	83.46
		KARL CHEVROLET GEO	INSTALL LIGHTS & RADIO	8,490.57
		OFFICE MACHINES	OFFICE CHAIR	350.00
			TOTAL:	21,904.48
BUILDING & HSNG SAFETY	GENERAL FUND	CHAT MOBILITY	WIFI HOTSPOT-MAY'16	22.66
		BRUCE, MIKE	QTR CELL PHONE REIMB	60.00
		CRESTON PUBLISHING CO	PUBLIC HEARING NOTICE	18.12
		OFFICE DEPOT	OFFICE SUPPLIES	39.40
			TOTAL:	140.18
ANIMAL CONTROL	GENERAL FUND	KRANTZ, KYLE	QTR CELL PHONE REIMB	60.00
		MYERS, KAREN	SUCCESSFUL ADOPTION	20.00
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	17.43
			GAS & ELECTRIC	27.15
			TOTAL:	124.58
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	9,067.14
		ECHO GROUP INC	JUNCTION BOX	73.88
			TOTAL:	9,141.02
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	935.48
			TOTAL:	935.48
AIRPORT	GENERAL FUND	DISH	DISH TV-JUL'16	53.08
		CLAPSADDLE-GARBER ASSOCIATES INC	PAPIS & REILS DESIGN SRV	706.80
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	391.76
		ECHO GROUP INC	BULBS/MISC SUPPLIES	119.78
		PETTY CASH - AIRPORT	FARM & HOME-FUEL PUMP CLAM	15.55
			FARM&HOME-GEARBOX OIL	5.71
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			FUEL PROFIT-MAY'16	1,430.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<hr/>
TOTAL:				4,077.83
SO	STE CLCT/DSPSL GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECTION-MAY'16	39,168.88
TOTAL:				39,168.88
LIBRARY SERVICES	GENERAL FUND	COPY SYSTEMS INC	MONTHLY COPIER CONTRACT	29.91
		CRESTON CITY WATER WORKS	WATER-LIBRARY	12.31
		GALE CENGAGE LEARNING	LARGE PRINT MATERIAL	42.58
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	185.64
			GAS & ELECTRIC	950.19
		J&J PLUMBING	TO PROVIDE ESTIMATE ON AC	90.00
		NATIONAL ELEVATOR INSPECTION SERVICES,	ROUTINE INSPECTION-LIBRARY	60.00
		TROY L SCHROEDER	REPLACE AC UNIT TO R410	1,600.00
TOTAL:				2,970.63
PARKS	GENERAL FUND	HUFF, MARK	QTR CELL PHONE REIMB	60.00
		ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-STREET/PARK/CEMET	8.00
			UNIFORMS-STREET/PARK/CEMET	8.00
		AGRIVISION EQUIPMENT GROUP	BEARINGS AND PAINT	233.61
			BEARINGS AND PAINT	13.10
			AIR FILTER FOR 5055D	71.40
		CRESTON CITY WATER WORKS	WATER-RAINBOW PARK	9.07
			WATER-RAINBOW PARK FOUNTAI	197.02
		FARM & HOME SUPPLY INC	SAFETY SNAP/S HOOK/SNAP	85.80
		HULETT & SON AUTO SALVAGE	DOOR HINGE	20.00
		MARK IDE	MOWER PARTS	12.00
			MOWER PARTS	58.87
			MOWER PARTS	13.59
			MOWER PARTS	115.79
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	912.25
		CRESTON MOTOR SUPPLY INC	CABLE, CABLELOCKS	1.52
		PETTY CASH - MAINTENANCE	FARM&HOME-SNOW BLADE PAINT	14.92
			AGRIVISION-PAINT FOR GANGM	18.98
			AGRIVISION-ROLL PIN 2720 M	0.65
			SERVICE TECHS-CARBURETOR	31.27
		RJ'S PORTABLES	PORTA-POTTIE CAMPGROUND	75.00
TOTAL:				1,960.84
RECREATION	GENERAL FUND	ZACHARY, BRIAN	T-BALL SHIRTS	928.00
			T-BALL T-SHIRTS	8.00
		FARM & HOME SUPPLY INC	MISC SUPPLY	3.77
		FASTENAL	FIELD PAINT-6 CASES	138.62
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	216.00
		AGRILAND FS INC	FIELD MARKING	414.72
TOTAL:				1,709.11
CEMETERY	GENERAL FUND	ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-STREET/PARK/CEMET	4.00
			UNIFORMS-STREET/PARK/CEMET	4.00
		BIERLE, DOUG	QTR CELL PHONE REIMB	60.00
		MARK IDE	MOWER BUMPERS	52.58
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	107.22
		KELLY'S FLOWERS	FLOWERS FOR PLANTERS	200.00
			FLOWERS PERP DEC-MEM DAY	363.30
		MEDART INC	WEEDEATER STRING	424.42
		CRESTON MOTOR SUPPLY INC	PINS, PUNCHES, LUBRI	46.74
		PETTY CASH - CEMETERY	AGRIVISION-FUEL FILTER	14.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PETTY CASH - WALMART	1.68
			FARM&HOME-SUPPLIES	1.59
			WALMART-TOILET PAPER	3.47
		PETTY CASH - MAINTENANCE	SERVICE TECHS-CHAINSAW PAR	13.46
			TOTAL:	1,296.46
SWIMMING POOL	GENERAL FUND	HUFF, MARK	RED CROSS CERTIFICATIONS	81.00
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	375.90
		KRANTZ PLUMBING & HEATING	SWIMMING POOL REPAIRS	312.70
		CRESTON MOTOR SUPPLY INC	O-RINGS, GREASE	37.28
			TOTAL:	806.88
FINANCIAL ADMINISTRATN	GENERAL FUND	INFO DOG SECURITY, LLC	SHRED SERVICE-JUN'16	34.95
		ACCESS TECHNOLOGIES, INC	MONTHLY PHONE CONTRACT-JUN	206.91
			COPIER LEASE	223.61
		SESAC INC	ANNUAL MUSIC LISC/JUN16-MA	220.50
		BMI	ANNUAL MUSIC LISC-JUN16-MA	336.00
		AMERICAN SOCIETY OF COMPOSERS, AUTHORS	ANNUAL MUSIC LISC JUN16-MA	336.00
		CRESTON CITY WATER WORKS	WATER-LINCOLN SCHOOL	9.07
		CRESTON PUBLISHING CO	ADVERTISING	476.46
		ALLIANT ENERGY-INT PWR&LGHT	1001 W JEFFERSON-ELEC & GA	172.03
		IOWA CITY/COUNTY MANAGEMENT ASSOCIATIO	IACMA MEMBERSHIP 2016-17	150.00
		PETTY CASH - FINANCE	RECORDING FEES RES. 165-16	12.00
			RECORDING FEEES-401 N WALN	14.00
			RECORDING FEES-405 S PINE	24.00
		PITNEY BOWES INC (SUPPLIES/MAINTENANCE	RED INK CARTRIDGE	61.19
			TOTAL:	2,276.72
LEGAL SERVICES	GENERAL FUND	JAMES LAW OFFICE, P.C.	LEGAL SVCS-Z. HAGUE	420.00
		KENYON & NIELSEN PC-ATTYS AT LAW	PROFESSIONAL SVCS	552.00
		WILSON, HANSON & ASSOCIATES, P.C.	LEGAL SVCS-D. SHIMER	126.00
			TOTAL:	1,098.00
CITY HALL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-CITY HALL	27.22
		GREEN VALLEY PEST CONTROL	SPRINKLER SYSTEM REPAIR	156.50
			ANNUAL TERMITE INSPECTION	70.00
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	140.85
			GAS & ELECTRIC	500.89
		INNOVATIVE INDUSTRIES INC.	JANITORIAL SERVICE-MAY'16	400.00
		KONE INC (DES MOINES)	CITY ELEVATOR MAINT 06/16-	449.28
		NATIONAL ELEVATOR INSPECTION SERVICES,	ROUTINE INSPECTION-CITY HA	60.00
		OFFICE MACHINES	(2) CASES PAPER TOWELS	67.98
		GARY KELLEY	REPAIR MEALSITE DOOR LOCK	143.00
			TOTAL:	2,015.72
INSURANCE (GENERAL)	GENERAL FUND	TYLER INSURANCE SERVICES INC	ADD'L BINDER RENEWAL	18,606.00
			TOTAL:	18,606.00
ROAD MAINTENANCE	ROAD USE TAX	GRMC BUSINESS HEALTH & WELLNESS	DRUG SCREEN-VANGORP	40.00
		HAYS, JOHN	QTR CELL PHONE REIMB	60.00
		NEWTON OVERHEAD DOORS	60FT WEATHER STRIP	39.66
		AKIN BUILDING CENTER	(1) ROLL WIRE TIES	16.99
			PAINT FOR UNDERPASS	471.61
			(2) 1/2 CDX PLYWOOD	38.38
			PAINT ROLLERS-UNDERPASS	29.98
			PAINT SUPPLIES-UNDERPASS	12.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ALTEC INDUSTRIES INC	BOOM TRUCK ANNUAL INSPECT	1,032.55
		OMG MIDWEST, INC.	2YDS M-4, SMALL LOAD	370.50
			10YDS C-4	1,321.50
			3.5YDS C-4, SMALL LOAD	543.38
			6.25Y M-4	905.31
		ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-STREET/PARK/CEMET	94.26
			UNIFORMS-STREET/PARK/CEMET	47.92
		AGRIVISION EQUIPMENT GROUP	REPAIRS TO JD SKID LOADER	3,158.97
		CRESTON CITY WATER WORKS	EXCAVATION SAFETY TRAINING	520.00
		FARM & HOME SUPPLY INC	(4) HANDLES	20.76
			(3) GARDEN RAKES	65.97
			(3) PACKS SPRAY SCREENS	11.97
		GRIMES ASPHALT & PAVING CORP	14T COLD PATCH	2,293.66
		MARK IDE	PATCH FOR UNDERPASS	3,560.00
			BARRICADES	288.75
			GRATES @ POG	251.65
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	48.31
			GAS & ELECTRIC	383.16
		IOWA TOOL & MANUFACTURING INC	(2) 20'15" DBLWALL PIPE	280.80
		JENSEN, TONY	QTR CELL PHONE REIMB	60.00
		JOHNSTON, JACK	QTR CELL PHONE REIMB	60.00
		KELLY TIRE & EXHAUST	(2) TIRES FOR BLADE	1,900.00
		LOGAN CONTRACTORS SUPPLY INC	(2) 5G BCKTS WHITE SEALER	62.00
		CRESTON MOTOR SUPPLY INC	WELDING WIRE, TIPS	125.65
			OIL FILTER "LAYDOWN"	6.23
			BRAKE PADS & SHOES	100.47
			TORCH TANK REFILL	89.64
		PETTY CASH - MAINTENANCE	POKORNY-CHAINSAW GAS	12.19
			POKORNY-CHAINSAW GAS	5.99
			FARM&HOME-FENCE	42.98
			FARM&HOME-FLOWER HANGERS	10.58
			POKORNY-CHAINSAW GAS	6.58
			FARM&HOME-HANDLES FOR BOAR	15.04
		SERVICE TECHS INC	CONCRETE BLADE	299.95
			IGNITION MOD/SPARK PLUG	100.67
		AGRILAND FS INC	990G GAS/1120G DIESEL	3,378.78
		SCHILDBERG CONSTRUCTION COMPANY INC	500T CLASS D ROAD ROCK	6,025.00
		K & J HARDWARE INC	SELF DRILLING SCREWS (BX)	19.49
			TOTAL:	28,230.06
ADMIN-STREETS(ENGINR)	ROAD USE TAX	KRUSE, KEVIN	QTR CELL PHONE REIMB	60.00
		ACTION REPROGRAPHICS	COPY PAPER-18X24, 22X34, 3	239.74
			COPY PAPER-18X24, 22X34, 3	236.32
			COPY PAPER-18X24, 22X34, 3	236.32
			TOTAL:	299.74
SELF FUNDING INSURANCE PAYROLL TAX BENEFI	LAMAIR-MULOCK-CONDON CO.		EMPLOYEE BENEFIT SERVICE F	5,000.00
			TOTAL:	5,000.00
MC KINLEY PARK RENOVAT RESTRICTED GIFTS-M	DOWNEY, TYLER		PAINT MURAL RAQUET BALL CO	500.00
	ACCO UNLIMITED CORPORATION		250 CONTROLLER-FOUNTAIN	3,862.75
			TOTAL:	4,362.75
LI (RESTRICTED GIF RESTRICTED GIFTS-L	MARKETING KINETICS LLC		MONTHLY CONTRACT-MAY'16	7,235.00
	GALE CENGAGE LEARNING		NEW LARGE PRINT BOOKS	479.87
	INGRAM		NEW MATERIALS	16.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MICROMARKETING LLC	AUDIOBOOKS	45.00
			TOTAL:	7,776.55
CAPITAL PROJECTS	CAPITAL PROJECTS F	DOUGLAS D DAGGETT, PC	LEGAL SVCS-ADAMS ST BRIDGE	1,115.00
			TOTAL:	1,115.00
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	ACCESS TECHNOLOGIES INC	PUBLIC WORKS COMPUTER	1,358.02
		BRISTOW, JIM	COMPUTER ADAPTER	16.52
		AKIN BUILDING CENTER	QTR CELL PHONE REIMB	60.00
		ARAMARK UNIFORM & CAREER APPAREL GROUP	(4) 7/16 OSB	45.56
			UNIFORMS-WWTP	29.45
			UNIFORMS-WWTP	29.45
		B M SALES	CASE OF PAPER TOWELS	40.75
		BERNING METAL DESIGN	(4) 1/4" STEEL PIPE CAPS	125.00
		CENTRAL PUMP & MOTOR, LLC	(2) EXPANSION JOINTS	2,213.18
		COOK VIDEO & APPLIANCE	A/C REPAIR	218.20
			AIR CONDITIONER	375.00
		CRESTON CITY WATER WORKS	1/2 ONE CALL LOCATES-MAY'1	45.45
			EXCAVATION SAFETY TRAINING	130.00
		DEZURIK INC	(2) 12' VALVE STEMS	405.52
		ENVIRONMENTAL EXPRESS	D1243 GLUCOSE SOLUTION	80.15
		ENVIRONMENTAL RESOURCE ASSOCIATES	QUARTERLY AUDITS	283.71
		HACH COMPANY	BEAKERS/DESICCANT	357.37
			BEAKERS/DESICCANT	44.10
		HYGIENIC LABORATORY-AR	WETT TEST	459.50
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	508.51
			GAS & ELECTRIC	6,059.94
		INDACOM ELECTRICAL SERVICE LLC	CLARIFIER WIRING	425.00
		IOWA DEPT OF TRANSPORTATION	SAFETY VESTS	55.84
		MC MASTER-CARR SUPPLY CO	9796K15 PRESSURE REGULATO	664.34
		NORTHERN BALANCE & SCALE INC	SCALES, WEIGHTS, THERMOME	174.00
			SCALES, WEIGHTS, THERMOME	144.00
		PETTY CASH - SANITATION	WALMART-BATTERIES	28.91
			NAPA-SUPPLIES	9.28
		TEK SUPPLY	109812 POWER SHUTTER	199.00
			200' 3/4 GARDEN HOSE	118.00
			FREIGHT	9.95
		UPS	FREIGHT-HYGENIC LAB	9.21
		USA BLUE BOOK	(9) 51545 SIGNS	91.44
		WOLFE, JASON	QTR CELL PHONE REIM	60.00
			TOTAL:	14,874.35
ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON VET CLINIC PC	CREDIT DISCOUNT-MAY'16	58.69-
			MEDICAL-POUND DOG "BRIT"	86.45
			DENTAL ON DOG-S. SCHOULTS	100.00
			DENTAL-ZEUS/SPAY&MED-RAE	145.10
			TNR #25 FOR SANDI LAUR	100.00
			AFTER HRS VISIT FOR STRAY	136.40
			DENTAL WORK-"ZEUS" & "RAE"	316.00
			TOTAL:	825.26

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

001	GENERAL FUND		117,431.17
110	ROAD USE TAX		28,529.80
112	PAYROLL TAX BENEFIT		5,000.00
166	RESTRICTED GIFTS-MCKNLY P		4,362.75
167	RESTRICTED GIFTS-LIBRARY		7,776.55
301	CAPITAL PROJECTS FUND		1,115.00
610	SEWER OPERATING FUND		14,874.35
953	ANIMAL SHELTER *AGENCY FU		825.26

GRAND TOTAL: 179,914.88

TOTAL PAGES: 6

CITY OF CRESTON
MANUAL CHECKS/DEBITS - PERIOD ENDING 06/21/16

SELF FUNDING INSURANCE

SISCO	CLAIMS	2,642.88
KABEL	MONTHLY FEE	50.00
SELF FUNDING INSURANCE	TOTAL	\$ 2,692.88

MCKINLEY PARK RESTRICTED

IOWA ALCOHOL BEVERAGE DIVISION	LIQUOR LICENSE	25.00
MCKINLEY PARK RESTRICTED	TOTAL	\$ 25.00

MANUAL CHECKS/DEBITS TOTAL

\$ 2,717.88

FUND TRANSFERS FOR PERIOD ENDING:

06/22/16
POSTING DATE

LOWING TRANSFERS ARE SCHEDULED TO BE MADE AFTER COUNCIL APPROVAL:

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 514.37	009 HOTEL-MOTEL TAX	110 ROAD USE TAX	009 3-6910	514.37	
			110 3-4830		514.37
	FOR: SUPPLIES TO PAINT UNDERPASS		009 1110		514.37
	VENDOR: AKIN BUILDING CENTER		110 1110	514.37	
\$ 1,051.87	009 HOTEL-MOTEL TAX	001 GENERAL FUND	009 3-6910	1,051.87	
			001 3-4830		1,051.87
	FOR: VISITOR CENTER UTILITIES		009 1110		1,051.87
	VENDOR: UCDA		001 1110	1,051.87	
\$ 280.32	610 SEWER OPERATING FUND	611 SEWER DEBT SERVICE FUND	610 3-6910	280.32	
			611 3-4830		280.32
	FOR: SUPPLEMENT SEWER DEBT SERVICE		610 1110		280.32
	VENDOR:		611 1110	280.32	
\$ 336.00	009 HOTEL-MOTEL TAX	001 GENERAL FUND	009 3-6910	336.00	
			001 3-4830		336.00
	FOR: MUSIC LICENSE		009 1110		336.00
	VENDOR: BMI		001 1110	336.00	
\$ 336.00	009 HOTEL-MOTEL TAX	001 GENERAL FUND	009 3-6910	336.00	
			009 1110		336.00
	FOR: MUSIC LICENSE		001 1110	336.00	
	VENDOR: ASCAP		001 3-4830		336.00
\$ 220.50	009 HOTEL-MOTEL TAX	001 GENERAL FUND	009 3-6910	\$220.50	
			009 1110		\$220.50
	FOR: MUSIC LICENSE		001 1110	\$220.50	
	VENDOR: SESAC		001 3-4830		\$220.50
\$ 21,026.79	610 SEWER OPERATING FUND	126 TIF-JAMES SBDV(25%-LMI)	610 3-6910	21,026.79	
			610 1110		21,026.79
	FOR: NORTHSIDE SEWER PROJECT EXCESS TRANSFER		126 1110	21,026.79	
	VENDOR:		126 3-4830		21,026.79
\$ 28,318.22	610 SEWER DEBT SERVICE	122 DEBT SERVICE	610 3-6910	28,318.22	
			610 1110		28,318.22
	FOR: NORTHSIDE SEWER PROJECT EXCESS TRANSFER		122 1110	28,318.22	
	VENDOR:		122 3-4830		28,318.22

FUND TRANSFERS FOR PERIOD ENDING:

06/30/16

06/30/16
POSTING DATE

THE FOLLOWING TRANSFERS ARE SCHEDULED TO BE MADE AFTER COUNCIL APPROVAL:

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 14,478.66	610 SEWER OPERATING FUND	112 PAYROLL TAX BENEFIT	610 -5-815-6150	14,478.66	
			610 1110		14,478.66
			112 1110	14,478.66	
			112 -5-670-6150		14,478.66
			FOR: HEALTH INS PREM-QTR END 3/31/16. VENDOR: CITY OF CRESTON		
\$ 47,827.22	610 SEWER OPERATING FUND	001 GENERAL FUND	610 -3-6910	-	
			610 1110		-
			001 1110	-	
			001 -3-4830		-
			FOR: 100% TAYLOR/WILLIAMSON/PARSONS/ WAGES-QTR END 6/30/16 VENDOR: CITY OF CRESTON		

DRAFT

CITY OF CRESTON
RESOLUTION NO. _____

**RESOLUTION SETTING CERTAIN REQUIREMENTS WITH CASEY'S PERTAINING
TO THE REZONING OF A PART OF LOT 2, E.M. GREEN'S SUBDIVISION**

WHEREAS, the Creston City Council is considering the rezoning of the following property to-wit:

The North 331.31 feet of Lot 2, E.M. Greens Subdivision

WHEREAS, Casey's Marketing Company, a corporation created and existing under and by virtue of the laws of the State of Iowa (hereinafter "CASEY'S") has acquired various rights to purchase the property above described on (hereinafter "PURCHASE PROPERTY");

WHEREAS, CASEY'S petitioned the City of Creston for rezoning of the PURCHASE PROPERTY from C-2 Light Commercial Office District to C1 Commercial;

WHEREAS, at the conclusion of said public hearing, the Planning and Zoning Commission recommended to the City Council that the requested map amendment be granted, but subject to a requirement that said zoning amendment will not become effective until such time as CASEY'S becomes the record titleholder of the PURCHASE PROPERTY.

WHEREAS, the City Council agrees with the recommendation of the Planning and Zoning Commission,

BE AND IT IS RESOLVED that a map amendment for said PURCHASE PROPERTY changing the zoning classification for PURCHASE PROPERTY from C-2 Light Commercial to C-1 Commercial will be considered by the City Council at such time the following takes place:

1. CASEY'S becomes the titleholder of record to the PURCHASE PROPERTY.
2. The completion of all required site plan reviews, and the City Council gives approval to issue a building permit once any zoning changes take place pursuant to the plans submitted by CASEY'S.

BE AND IT IS RESOLVED that the City Council will consider the rezoning from C-2 Light Commercial to C-1 Commercial once the stipulations have been met.

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any resolution in conflict herewith is hereby repealed.

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

PASSED AND APPROVED this 21st, day of June, 2016.

ROLL CALL VOTE	AYE	NAY	ABSENT	ABSTAIN
Dave Koets				
Steve Wintermute				
Gabe Carroll				
Richard Madison				
Christine Nielson				
Marsha Wilson				

ATTEST:

GARY LYBARGER
MAYOR, CITY OF CRESTON

LISA WILLIAMSON
CITY CLERK

ITEMS TO INCLUDE ON AGENDA

CITY OF CRESTON, IOWA

\$855,000 (Subject to Adjustment per Terms of Offering) General Obligation Refunding Capital
Loan Notes, Series 2016A

- Receipt of bids.
- Resolution directing sale.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

June 21, 2016

The City Administrator of the City of Creston, State of Iowa, met in the City Administrator's Office at 116 West Adams, Creston, Iowa, at 11:00 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Notes to the best and most favorable bidder for cash, subject to approval by the City Council at 6:00 P.M. on the above date.

In addition to the City's Municipal Advisor, who participated by telephone, the following persons were present:

* * * * *

This being the time and place for the opening of bids for the sale of \$855,000 (Subject to Adjustment per Terms of Offering) General Obligation Refunding Capital Loan Notes, Series 2016A, the meeting was opened for the receipt of bids for the Notes. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

2. The City Administrator then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.
3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4. The best bid was determined to be as follows:

Name & Address of Bidder: _____

True Interest Rate (as-bid): _____ %

Net Interest Cost (as-bid): \$ _____

In consultation with Independent Public Advisors, LLC, the City's Municipal Advisor, the City considered the adjustment of the aggregate principal amount of the Notes and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

All bids were then referred to the Council for action.

June 21, 2016

The City Council of the City of Creston, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 116 West Adams, Creston, Iowa, at 6:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$855,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2016A," and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$855,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2016A

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$855,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2016A

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

True Interest Rate: _____ %

Net Interest Cost: \$ _____

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTON, STATE OF IOWA:

Section 1. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 2. That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That all acts of the Clerk done in furtherance of the sale of the Notes are hereby ratified and approved.

Section 4. That the notice of the sale of the notes heretofore given and all acts of the Clerk and City Administrator done in furtherance of the sale of the notes are hereby ratified and approved.

PASSED AND APPROVED this 21st day of June, 2016.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF UNION

)

I, the undersigned City Clerk of the City of Creston, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2016.

City Clerk, City of Creston, State of Iowa

(SEAL)

ITEMS TO INCLUDE ON AGENDA

CITY OF CRESTON, IOWA

General Obligation Capital Loan Notes, Series 2010

- Resolution Authorizing the Redemption of Outstanding General Obligation Capital Loan Notes, Series 2010, dated July 22, 2010.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

June 21, 2016

The City Council of the City of Creston, State of Iowa, met in _____ session,
in the Council Chambers, City Hall, 116 West Adams, Creston, Iowa, at _____ M.,
on the above date. There were present Mayor _____, in the chair, and the following
named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2010, OF THE CITY OF CRESTON, STATE OF IOWA, DATED JULY 22, 2010, AND DIRECTING NOTICE BE GIVEN" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION AUTHORIZING THE REDEMPTION OF
OUTSTANDING GENERAL OBLIGATION CAPITAL LOAN
NOTES, SERIES 2010, OF THE CITY OF CRESTON, STATE
OF IOWA, DATED JULY 22, 2010, AND DIRECTING NOTICE
BE GIVEN

WHEREAS, the City did by resolution dated July 6, 2010, authorize the issuance of \$1,280,000 General Obligation Capital Loan Notes, Series 2010, (the "Notes") dated July 22, 2010; and

WHEREAS, the Notes are redeemable in any order of their numbering on June 1, 2016 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Notes; and

WHEREAS, it is deemed necessary and advisable that \$815,000 be so redeemed on August 1, 2016 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Notes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTON, STATE OF IOWA:

Section 1. That outstanding General Obligation Capital Loan Notes, dated July 22, 2010, in the principal amount of \$815,000, be and the same are hereby redeemed as of August 1, 2016.

Section 2. The Registrar and Paying Agent, Bankers Trust Company, is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause notice of redemption to be mailed to the registered

owners of the Notes and the purchaser, Ruan Securities of Des Moines, Iowa (now known as D.A. Davidson & Co.), each by registered mail, and to notify DTC.

Section 3. The City Administrator is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Notes to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Notes in accordance with the Continuing Disclosure Certificate for the Notes.

Section 4. That the form of such notice be substantially as follows:

NOTICE OF THE CALL OF NOTES FOR REDEMPTION TO THE HOLDERS OF THE
FOLLOWING DESCRIBED NOTES:

Please take notice that the Notes described below have been called for redemption.
Owners of the Notes should present their Notes for payment on the redemption date.

Issuer: City of Creston, State of Iowa

Original Issue Amount: \$1,280,000

Note Issue: General Obligation Capital Loan Notes, Series 2010

Dated Date: July 22, 2010

Redemption Date: August 1, 2016

Redemption Price: Par, plus accrued interest

Notes Called for Redemption

Principal Amount	Interest Rate	Maturity Date
\$105,000	3.60%	2017
\$110,000	3.60%	2018
\$110,000	3.30%	2019
\$115,000	3.45%	2020
\$120,000	3.55%	2021
\$125,000	3.70%	2022
\$130,000	3.80%	2023

The above Notes should be presented to Bankers Trust Company, Des Moines, Iowa.
This represents a full call of the outstanding obligations. All interest will cease to accrue on the
Redemption Date.

BANKERS TRUST COMPANY, Des Moines,
Iowa

(End of Notice)

PASSED AND APPROVED this 21st day of June, 2016.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF UNION

)

I, the undersigned City Clerk of the City of Creston, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2016.

City Clerk, City of Creston, State of Iowa

(SEAL)

ITEMS TO INCLUDE ON AGENDA

CITY OF CRESTON, IOWA

\$1,090,000 (Subject to Adjustment per Terms of Offering) Taxable General Obligation Urban
Renewal Bonds, Series 2016B

- Receipt of bids.
- Resolution directing sale.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

June 21, 2016

The City Administrator of the City of Creston, State of Iowa, met in the City Administrator's Office at 116 West Adams, Creston, Iowa, at 11:00 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Bonds to the best and most favorable bidder for cash, subject to approval by the City Council at 6:00 P.M. on the above date.

In addition to the City's Municipal Advisor, who participated by telephone, the following persons were present:

This being the time and place for the opening of bids for the sale of \$1,090,000 (Subject to Adjustment per Terms of Offering) Taxable General Obligation Urban Renewal Bonds, Series 2016B, the meeting was opened for the receipt of bids for the Bonds. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

2. The City Administrator then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.
3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4. The best bid was determined to be as follows:

Name & Address of Bidder: _____

True Interest Rate (as-bid): _____ %

Net Interest Cost (as-bid): \$ _____

In consultation with Independent Public Advisors, LLC, the City's Municipal Advisor, the City considered the adjustment of the aggregate principal amount of the Bonds and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

All bids were then referred to the Council for action.

June 21, 2016

The City Council of the City of Creston, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 116 West Adams, Creston, Iowa, at 6:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$1,090,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2016B," and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$1,090,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2016B

WHEREAS, bids have been received for the Bonds described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$1,090,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2016B

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

True Interest Rate: _____ %

Net Interest Cost: \$ _____

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTON, STATE OF IOWA:

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk and City Administrator done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 21st day of June, 2016.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF UNION

)

I, the undersigned City Clerk of the City of Creston, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2016.

City Clerk, City of Creston, State of Iowa

(SEAL)

RESOLUTION NO. ??? – 16

RESOLUTION TO APPROVE WAGE INCREASES FOR NON-BARGAINING UNIT, FULL-TIME, NON-PROBATIONARY EMPLOYEES AND PERMANENT PART-TIME LIBRARY EMPLOYEES FOR FISCAL YEAR COMMENCING JULY 1, 2016:

WHEREAS, the Creston City Council had previously approved a 2.2 percent base wage increase for the Police, Fire and Operating Engineers bargaining units; and,

WHEREAS, the Creston City Council deems it appropriate to offer a comparable base wage increase of 2.2 percent (2.2%) for non-bargaining unit, full-time, non-probationary employees and permanent, part-time library employees; and,

WHEREAS, the Creston City Council previously approved the official budget for the 2016-2017 fiscal year, which included a 2.2 percent (2.2%) base wage increase for all bargaining unit and non-bargaining unit, full-time, non-probationary employees, and all permanent part-time library employees.

FULL-TIME EMPLOYEES	CURRENT HOURLY RATE	2.2% INCREASE	NEW HOURLY RATE
Paul Ver Meer	\$33.81	\$.74	\$34.55
Todd Jackson	\$31.54	\$.69	\$32.23
Michael Landers	\$14.79	\$.33	\$15.12
Michael Bruce	\$18.71	\$.41	\$19.12
Myra Teutsch	\$14.96	\$.33	\$15.29
Mark Huff	\$25.84	\$.57	\$26.41
Doug Bierle	\$22.28	\$.49	\$22.77
Mandy Parsons	\$24.04	\$.53	\$24.57
Mike Taylor	\$49.23	\$1.08	\$50.31
Lisa Williamson	\$26.37	\$.58	\$26.95
John Hays	\$25.84	\$.57	\$26.41
Jack Johnston	\$19.80	\$.44	\$20.24
James Bristow	\$26.50	\$.58	\$27.08
Kevin Kruse	\$30.76	\$.68	\$31.44
Beth Madison	\$13.64	\$.30	\$13.94

PART-TIME LIBRARY	HOURLY WAGE	2.2% INCREASE	NEW HOURLY WAGE
Teresa Madison	\$9.38	\$.21	\$9.59
Merle Lee Pugh	\$8.86	\$.19	\$9.05
Randall Rief	\$9.13	\$.20	\$9.33
Donna Walsh	\$9.38	\$.21	\$9.59
Ron Walter	\$9.38	\$.21	\$9.59

BE AND IT IS HEREBY RESOLVED that the Creston City Council approves a 2.2 percent (2.2%) base wage increase for all non-bargaining unit, full-time, non-probationary employees, and all permanent part-time library employees, commencing with payroll checks received after July 1, 2016.

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

PASSED AND APPROVED this 21st day of June 2016.

ROLL CALL VOTE	AYE	NAY	ABSENT	ABSTAIN
Rich Madison				
VACANT				
Christine Nielsen				
Steve Wintermute				
Dave Koets				
Marsha Wilson				
Gabe Carroll				

GARY LYBARGER
MAYOR, CITY OF CRESTON

ATTEST:

LISA WILLIAMSON
CITY CLERK

ORDINANCE NO. 16-168

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 126, SECTION 03 – PROVISIONS PERTAINING TO LICENSING OF ELECTRICAL CONTRACTORS

BE IT ENACTED by the City Council of the City of Creston, Iowa:

SECTION 1. SECTION MODIFIED. Chapter 126, Section 03 of the Code of Ordinances of the City of Creston, Iowa, 1996, is amended and the following adopted in lieu thereof:

126.03 LICENSE REQUIRED. No person shall engage in electrical contracting within the City unless such person has obtained from the City or the State of Iowa an electrical contractor's license. No person shall engage in doing electrical work unless licensed in accordance with Section 103 of the Iowa Code. [The license fees for those electricians licensed by the City shall be established by resolution of the Council.](#)

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect _____, 2016, from and after its final passage, approval and publication as provided by law.

Passed by the Council the _____ day of _____, 2016, and approved this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. 16-168 on the _____ day of _____, 2016.

City Clerk

ORDINANCE NO. 16-169

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 127, SECTION 06 – PROVISIONS PERTAINING TO LICENSING OF PLUMBING AND MECHANICAL CONTRACTORS

BE IT ENACTED by the City Council of the City of Creston, Iowa:

SECTION 1. SECTION MODIFIED. Chapter 127, Section 06 of the Code of Ordinances of the City of Creston, Iowa, 1996, is amended and the following adopted in lieu thereof:

126.03 LICENSE FEES. Any person who desires to be licensed as an exterior plumbing contractor shall make a written, signed application to the Clerk on forms provided by the Building Department. The annual license fee shall be paid to the Clerk and the amount shall be established by resolution of the Council. The license fees shall be used for the payment of costs of issuing such licenses and the enforcement of this chapter.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect _____, 2016, from and after its final passage, approval and publication as provided by law.

Passed by the Council the _____ day of _____, 2016, and approved this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. 16-168 on the _____ day of _____, 2016.

City Clerk

RESOLUTION NO. ??? – 16

RESOLUTION TO SPECIAL ASSESS NUISANCE ABATEMENT CHARGES DUE TO NON-PAYMENT BY PROPERTY OWNERS:

WHEREAS, the Creston City Council was presented with an estimate and a list of mowing nuisance abatements for the Summer of 2016; and,

WHEREAS, the City's Mowing Ordinance is advertised in the local newspaper and posted each season; and,

WHEREAS, if the length of vegetation is 12 inches or taller by the 1st and the 15th of each month, May through October, the City may mow said properties and charge the property owners; and,

WHEREAS, the City Administrator ordered the nuisances abated; and,

WHEREAS, the City Clerk billed the property owners and the City was never paid.

BE AND IT IS HEREBY RESOLVED that the Creston City Council approves that the charges shall be collected in the same manner as general property taxes for the properties legally described as –

805 ½ W Jefferson – W 38 2/3' of Lot 10, in a subdivision of Lot 240, West Creston, Section A; Parcel #24010-340-271-00	\$175.00
411 N Pine – Lot 13, Swigarts 1 st , Parcel #24010-450-015-00	\$175.00
409 N Pine – Lot 14, Swigarts 1 st , Parcel #24010-450-016-00	\$175.00
405 N Cherry – Lot 16, McDonald's North, Section A; Parcel #24010-390-013-00	\$325.00
100 S Stone – N 62.5 FT Lot 4, S & E Lake View Addition; Parcel #24010-420-006-50	\$250.00
802 W Jefferson – W 40' Lot 233, West Creston, Section A; 24010-340-225-00	\$175.00
805 E Howard – E-2 Lots 169-170, McDonald's North, Section B; Parcel #24010-400-066-00	\$250.00
601 W Adams – Lot 146 & s ½ Lot 147, West Creston, Section A; 24010-340-157-00	\$250.00
609 N Maple – Lot 11, Block 1, 2 nd Northern; Parcel #24010-520-011-00	\$250.00
606 W Mills – W 30' Lot 89, West Creston, Section A; 24010-340-157-00	\$250.00
1208 W Adair – W 55' Lot 4, Block 10, Higbee and Baker's 1 st ; 24010-490-053-00	\$175.00
502 N Stone – Lot 5, Block 18, Higbee and Baker's 1 st ; 24010-490-086-00	\$175.00
805 W Howard – Lot 10, Block 5, Higbee and Baker's 2 nd ; 24010-500-027-00	\$250.00
600 N Sycamore – Lot 10, Block 3, Levys Addition; 24010-550-029-00	\$250.00
417 N Jarvis – N 40 FT Lot 64, Railroad Addition; Parcel #24010-560-055-00	\$250.00

310 N Jarvis – Lot 272, West Creston, Section A; 24010-340-255-00 \$250.00

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

PASSED AND APPROVED this 7th day of July 2015.

ROLL CALL VOTE	AYE	NAY	ABSENT	ABSTAIN
Christine Nielsen				
Steve Wintermute				
Dave Koets				
Marsha Wilson				
Gabe Carroll				
Rich Madison				
VACANT				

GARY LYBARGER
MAYOR, CITY OF CRESTON

ATTEST:

LISA WILLIAMSON
CITY CLERK

LICENSE AGREEMENT - LOCAL GOVERNMENTAL ENTITIES

Agreement

between American Society of Composers, Authors and Publishers ("SOCIETY"), located at
2 Music Square West, Nashville, TN 37203

and City of Creston, IA

("LICENSEE"), located at

116-W Adams St Creston IA 50801

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

- (i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (iii) "Live Entertainment" means music that is performed at the Premises by musicians, singers or other performers.
- (iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (v) "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.
- (vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.
- (vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing June 1, 2016, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

2. Limitations On License

(a) This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
- (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).
The term "dramatico-musical work" as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances:
 - (i) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE'S Premises, and is not open to the general public;
 - (ii) by or at colleges and universities;
 - (iii) at any professional sports event or game played on the Premises;
 - (iv) at any permanently situated theme or amusement park owned or operated by LICENSEE;
 - (v) by any symphony or community orchestra;
 - (vi) by means of a coin operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

3. License Fee

- (a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule attached to and made part of this Agreement. For purposes of this Agreement,
 - (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
 - (ii) "Special Events License Fees" mean the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fees due.
 - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other local government entities.

Unless otherwise limited by law, LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

4. Reports and Payments

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
 - (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and (ii) a report containing the information set forth in paragraph 4.(d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety days after the conclusion of each Special Event, LICENSEE shall submit to ASCAP payment for such Special Event and a report in printed or computer readable form stating:
 - (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the "Gross Revenue" of the event. "Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event;
 - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under an ASCAP License Agreement, LICENSEE shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by ASCAP, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(f) LICENSEE agrees to furnish to ASCAP, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

(g) ASCAP shall have the right to examine LICENSEE'S books and records at LICENSEE's place of business during normal business hours to such extent as may be necessary to verify the reports required by paragraph 4.(d) above. ASCAP shall have the right to adjust LICENSEE's Base License Fee based upon the most recently available revised population figures and Population Estimates Program provided by the U.S. Census Department.

5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund on a pro-rata basis to LICENSEE any unearned license fees paid in advance.

6. Interference in Operations

ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of, ASCAP's operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE on a pro-rata basis any unearned license fees paid in advance.

7. Non-Discrimination

LICENSEE recognizes that ASCAP must license all similarly situated users on a non-discriminatory basis. LICENSEE agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other municipalities, counties and other governmental entities shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

8. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information, such as change of address, change of person/office responsible, etc. within 30 days of such change.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

LICENSEE City of Creston, IA

By _____

TITLE _____

By _____

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)



LOCAL GOVERNMENT ENTITIES

2016 Rate Schedule

SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$336.00
50,001	to	75,000	\$669.00
75,001	to	100,000	\$805.00
100,001	to	125,000	\$1,073.00
125,001	to	150,000	\$1,341.00
150,001	to	200,000	\$1,743.00
200,001	to	250,000	\$2,145.00
250,001	to	300,000	\$2,548.00
300,001	to	350,000	\$2,951.00
350,001	to	400,000	\$3,353.00
400,001	to	450,000	\$3,753.00
450,001	to	500,000	\$4,158.00
500,001	and over		*** \$5,095.00

*** \$5,095.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$67,043.00

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$336.00.

License Fee for Year 2017 and Thereafter

For each calendar year commencing 2017, all dollar figures set forth in Schedules A, B and C above (except for \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

ASCAP

Toll Free: 1-800-505-4052 Fax: 615-691-7795

Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>



LOCAL GOVERNMENT ENTITIES 2016 Report Form

Account Number:

Premise Name: City of Creston, IA

SCHEDULE A: Base License Fee (Due upon execution of Agreement and within 30 days of the Agreement's Renewal Date.)

Population Size:
(Per current U.S. Census Data)

Base License Fee: \$
(Please refer to Rate Schedule)

SCHEDULE B: Special Events* (Report and Payment due 90 days after the conclusion of each Special Event)

Event Date (mm/dd/yyyy) (If More Than One Date, Please Enter As Separate Entries)	Performer(s) Or Group(s) Appearing	Gross Revenue Of Event (Musical Events Only) (\$25,000)	% Applies To Gross Revenue	Event Fee	Is A Program Of Musical Works Attached? (Yes/No)	If The Event Is Co-Sponsored (Please Identify The Co-Sponsors Name, Address, Phone Number and ASCAP Affiliate) Name: Address: Phone No.: Account Number:
			x .01	\$	<input type="radio"/> Yes <input type="radio"/> No	Name: <input style="width: 100%;" type="text"/> Address: <input style="width: 100%;" type="text"/> Phone No.: <input style="width: 100%;" type="text"/> Account Number: <input style="width: 100%;" type="text"/>
			x .01	\$	<input type="radio"/> Yes <input type="radio"/> No	Name: <input style="width: 100%;" type="text"/> Address: <input style="width: 100%;" type="text"/> Phone No.: <input style="width: 100%;" type="text"/> Account Number: <input style="width: 100%;" type="text"/>
			x .01	\$	<input type="radio"/> Yes <input type="radio"/> No	Name: <input style="width: 100%;" type="text"/> Address: <input style="width: 100%;" type="text"/> Phone No.: <input style="width: 100%;" type="text"/> Account Number: <input style="width: 100%;" type="text"/>

***"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

***"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

Report Year:

Annual License Fee: \$336.00 (Due within 30 days of Renewal Date.)

Total Fees Reported From Any or All of Schedules A, B or C: \$

Contact Person & Title <input style="width: 100%;" type="text"/>	
Phone Number: <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> - <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> - <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/>	Ext: <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> Fax Number: <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> - <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> - <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/>
Email: <input style="width: 60%;" type="text"/>	Website: <input style="width: 40%;" type="text"/>
I certify the above information is true and correct.	
Dated: <input style="width: 5%;" type="text"/> <input style="width: 5%;" type="text"/> / <input style="width: 5%;" type="text"/> <input style="width: 5%;" type="text"/> / <input style="width: 5%;" type="text"/> <input style="width: 5%;" type="text"/> <input style="width: 5%;" type="text"/> <input style="width: 5%;" type="text"/>	Signature: <input style="width: 80%;" type="text"/>



City of Creston, IA
116 W Adams St
Creston, IA 50801

June 14, 2016

Re: City of Creston, IA
116 W Adams St
Creston, IA 50801

Billing Period: June 1, 2016 Thru May 31, 2017

Annual Rate: \$336.00

Amount Due: \$336.00

TO PAY VIA CREDIT CARD, PLEASE CONTACT Michele McKinney at (888) 852-1432

PLEASE MAIL YOUR CHECK TO: ASCAP, PO Box 331608, Nashville, TN 37203-7515

Payment Amount: \$ _____

*Check No: _____

*Please note: "When you provide a check as payment, you authorize ASCAP to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. However the transaction will appear on your bank statement. If we cannot post the transaction electronically, we may present a copy of your check for payment."

ASCAP License fees are due and payable in advance. Retain bottom portion for your records.

City of Creston, IA
116 W Adams St
Creston, IA 50801

Billing Period: June 1, 2016 Thru May 31, 2017

Annual Rate: \$336.00

Amount Due: \$336.00



ASCAP LOCAL GOVERNMENT FACT SHEET

Benefit of License: 1 Comprehensive Agreement - 1 annual fee & single report 1

- Covers almost any municipal activity
- Removes potential liability
- Automatically covers additional uses without extra fees/reports**
- Cheap - cost less than individual rates

*Monitoring or Tracking only of events with gross revenue in excess of \$25,000.00

What's Covered

1.) All Government Owned Buildings & Property

- Examples:
- Background Music in Municipal Buildings
 - Music On Hold in Municipal Buildings
 - Employee Functions, parties
 - City Buses & Trains
 - Libraries
 - Swimming Pools (Water Aerobics)
 - Municipal owned shops
 - Senior Center Dances & Classes
 - Golf & Tennis Center Snack Bars
 - Community/Recreation Center Activities (Dances, classes)
 - Arena & Convention Centers (when not "rented out" to others)
 - Airports
 - Museums
 - Ice & Roller Rinks
 - Skate parks
 - Zoos & Aquariums
 - Hospitals
 - Carousels
 - Public Parks

2.) Also covers events sponsored by or presented solely by municipality:

- Examples:
- Arts & Crafts Fairs
 - Festivals
 - First Night/New Year's Celebrations
 - Amateur Athletic Leagues
 - Non-exempt elementary & secondary school performances
 - Parades
 - Concerts
 - Carnivals
 - City Sponsored Conventions

Restrictions/Not Covered:

- Examples:
- Coin-Operated Jukeboxes
 - Performances by or at Colleges & Universities
 - Performances at any professional sports event/game
 - Theme & Amusement Parks
 - Community or Symphony Orchestras
 - Conventions presented by outside entities
 - Broadcast radio or TV, Cable, Satellite or internet (except closed circuit)



DISCLOSURE STATEMENT

This is notice that, in compliance with Sec. 549.3.2 of the Iowa Code, IA Stat., T.XIII, Subt. 5, Ch. 549:

- (1) The performing rights license agreement you have been offered by the American Society of Composers, Authors and Publishers (ASCAP) contains a schedule of the rates and terms of royalties under that contract;
- (2) Upon your request, you have the opportunity to review the most current available list of the members of ASCAP;
- (3) ASCAP will make available, upon your written request, and at your sole expense, the most current available listing of the copyrighted musical works in the ASCAP repertory; and
- (4) ASCAP complies with federal law and orders of courts having appropriate jurisdiction regarding the rates and terms of royalties and the circumstances under which licenses for rights of public performances are offered to any proprietor.

You may obtain *gratis* the most current available list of ASCAP's members by written request to ASCAP, PO Box 331608-7515, Nashville, TN 37203-9998, Attention: John Johnson.

Information about ASCAP's members and the musical works in the ASCAP repertory can be obtained in a variety of ways. Separate databases of works that have been registered with ASCAP since January 1, 1991, or identified in ASCAP's surveys of performed works since January 1, 1978, are available online at the ASCAP Web Site, www.ascap.com (access the "ACE Database of Musical Titles" to determine whether particular songwriters or specific songs are in the ASCAP repertory). Data similar to that contained in the ACE Database is also available on DVD-ROM and is available free of charge by written request to ASCAP, One Lincoln Plaza, New York, NY 10023, attn: Director of Repertory. More comprehensive records of the titles, dates of U.S. Copyright registration (if any), writers and current publishers or other copyright owners of all known works in the ASCAP repertory are available for public inspection at ASCAP's New York office during regular business hours. A printed current list of ASCAP members can be obtained *gratis* by written request to ASCAP, PO Box 331608-7515, Nashville, TN 37203-9998, attn: John Johnson. A computer-generated listing of copyrighted musical works in the ASCAP repertory may also be obtained by written request addressed to Mr. Johnson at a cost of \$2200.00 plus shipping and handling (the listing is over 10,000 pages in length). You can also call or write to us for information as to specific works: (888) 663-0828; or, at our New York address, attn: Repertory Dept. -- Clearance Section.



Music License for Local Governmental Entities

1. DEFINITIONS

- (a) **LICENSEE** shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (b) **Premises** means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned and/or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (c) **Recorded Music** means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (1) compact disc, audio record or audio tape players (but not including "jukeboxes"); (2) videotape, videodisc or DVD players; (3) music performed as an accompaniment to karaoke; (4) the reception and communication at the premises of radio or television transmissions which originate outside the Premises, and which are not exempt under the Copyright Law; or (5) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (d) **Live Entertainment** means music that is performed at the Premises by musicians, singers and/or other performers.
- (e) **BMI Repertoire** means all copyrighted musical compositions written and/or published by BMI affiliates or members of BMI-affiliated foreign performing rights societies, including compositions written or published during the Term of this Agreement and of which BMI has the right to license non-dramatic public performances.
- (f) **Events and Functions** means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in Paragraph 2 (d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of, or sponsored or promoted by, LICENSEE on the Premises.
- (g) **Special Events** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" (as defined in Schedule B) of such Special Event exceeds \$25,000.

2. BMI GRANT

- (a) BMI grants and LICENSEE accepts a non-exclusive license to perform, present or cause the live and/or recorded public performance on the "Premises" and at "Events" and "Functions", and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "BMI Repertoire". The performances licensed under this Agreement may be by means of "Live Entertainment" or "Recorded Music".
- (b) This license does not authorize (1) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in BMI's Repertoire to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (2) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this Paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the BMI Repertoire to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.
- (c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following: (1) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety; (2) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; (3) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation; and (4) performance of a concert version of a "dramatico-musical work" (as hereinafter defined). The term "dramatico-musical work" as used in the Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances: (1) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE's Premises, and is not open to the general public; (2) by or at colleges and universities; (3) at any professional sports events or game played on the Premises; (4) at any permanently situated theme or amusement park owned or operated by LICENSEE; (5) by any symphony or community orchestra; and (6) by means of a coin operated jukebox.

3. REVIEW OF STATEMENTS AND / OR ACCOUNTINGS

- (a) BMI shall have the right to require such reasonable data necessary in order to ascertain the Annual License Fee.
- (b) BMI shall have the right, by its authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify the statements made hereunder. BMI shall consider all data and information coming to its attention as a result of any such examination of books and records as completely confidential.
- (c) BMI shall have the right to adjust LICENSEE's Annual License Fee based upon the most recently available revised population figures provided by the U. S. Census Department.

4. LATE PAYMENT AND SERVICE CHARGES

BMI may impose a late payment charge of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, from the date payment is due on any payment that is received by BMI more than thirty (30) days after the due date. BMI may impose a \$25.00 service charge for each unpaid check, draft or other means of payment LICENSEE submits to BMI.

5. BMI COMMITMENT TO CUSTOMER / INDEMNITY

So long as LICENSEE is not in default or breach of this Agreement, BMI agrees to indemnify, save harmless, and defend LICENSEE and its officers, and employees, from and against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any musical works which is licensed under this Agreement at the time of performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand, or suit.

6. BREACH OR DEFAULT / WAIVER

Upon any breach or default of the terms and conditions contained herein, BMI shall have the right to cancel this Agreement if such breach or default continues for thirty (30) days after LICENSEE's receipt of written notice thereof. The right to cancel granted to BMI shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement with the terms of this Paragraph.

7. CANCELLATION OF ENTIRE CATEGORY

BMI shall have the right to cancel the Agreement along with the simultaneous cancellation of the Agreements of all other licensees of the same class and category as LICENSEE, as of the end of any month during the Term, upon sixty (60) days advance written notice.

8. ASSIGNMENT

This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this Agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

9. ARBITRATION

All disputes of any kind, nature, or description arising in connection with the terms and conditions of this Agreement, except for matters within the jurisdiction of the BMI Rate Court, shall be submitted to the American Arbitration Association in the City, County, and State of New York, for arbitration under its then prevailing arbitration rules. The arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so

appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon a third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but not need be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

10. NOTICES

Any notice under this Agreement will be in writing and deemed given upon mailing when sent by ordinary first-class U.S. mail to the party intended, at its mailing address stated, or any other address which either party may designate. Any such notice sent to BMI shall be to the attention of the Vice President, Licensing Department at 10 Music Square East, Nashville, TN 37203. Any such notice sent to LICENSEE shall be to the attention of the person signing the Agreement on LICENSEE's behalf or such person as LICENSEE may advise BMI in writing.

11. MISCELLANEOUS

The fact that any provisions are found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other provisions. This Agreement constitutes the entire understanding between the parties and cannot be waived or added to or modified orally and no waiver, addition and modification shall be valid unless in writing and signed by both parties.

12. FEES

- (a) In consideration of the license granted herein, LICENSEE agrees to pay BMI a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule on Page 3. For purposes of this Agreement,
 - (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
 - (ii) "Special Events License Fees" means the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fee due.
 - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under the Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county, or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other government entities.

2016 RATE SCHEDULE FOR LOCAL GOVERNMENTS

SCHEDULE A				
Check Population Range (√)	LICENSEE's Population		Base License Fee	Enter Fee Based Upon Population
<input type="checkbox"/>	1	- 50,000	\$336	
<input type="checkbox"/>	50,001	- 75,000	\$669	
<input type="checkbox"/>	75,001	- 100,000	\$805	
<input type="checkbox"/>	100,001	- 125,000	\$1,072	
<input type="checkbox"/>	125,001	- 150,000	\$1,342	
<input type="checkbox"/>	150,001	- 200,000	\$1,743	
<input type="checkbox"/>	200,001	- 250,000	\$2,145	
<input type="checkbox"/>	250,001	- 300,000	\$2,549	
<input type="checkbox"/>	300,001	- 350,000	\$2,951	
<input type="checkbox"/>	350,001	- 400,000	\$3,355	
<input type="checkbox"/>	400,001	- 450,000	\$3,755	
<input type="checkbox"/>	450,001	- 500,000	\$4,159	
<input type="checkbox"/>	500,001	- plus	\$5,096 plus \$500 for every 100,000 population increment or portion thereof above 500,000 up to a maximum annual fee of \$67,051	
	If 500,001 or more, enter population _____			
			SCHEDULE A FEE	\$

SCHEDULE B Special Events Fee (to be reported 90 days after each event*, see Par. 13(d))	
The rate for Special Events shall be 1% of Gross Revenue.	
<ul style="list-style-type: none"> "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Events exceeds \$25,000. "Gross Revenue" means all monies received by LICENSEE or on LICENSEE's behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from the sponsors or other payments received by LICENSEE for each Special Event. 	
SCHEDULE B FEE	<i>BMI will provide a report form to report your events*</i>

SCHEDULE C State Municipal and/or County Leagues or State Associations of Attorneys (to be completed if you are a State Municipal and/or County Leagues or State Associations of Attorneys)	
The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues, or state associations of municipal and/or county attorneys shall be \$336.00. No Special Events fee applies to LICENSEES qualifying under this schedule.	
SCHEDULE C FEE	\$

13. REPORTING

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
- a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and
 - a report containing the information set forth in Paragraph 13 (d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety (90) days after the conclusion of each Special Event, LICENSEE shall submit to BMI payment for such Special Event and a report in printed or computer readable form stating:
- the date presented;
 - the name of the attraction(s) appearing;
 - the "Gross Revenue" of the event (as defined above);
 - the license fee due for each Special Event.

- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under a BMI License Agreement, LICENSEE shall indicate the name, address, phone number and BMI account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by BMI, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.
- (f) LICENSEE agrees to furnish to BMI, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

14. RATE ADJUSTMENTS / LICENSE FEE FOR YEAR 2016 AND THEREAFTER

For each calendar year commencing 2017, all dollar figures set forth in Schedules A, B and C (except the \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with any percentage increase in the Consumer Price Index – All Urban Consumers (CPI-U) between the preceding October and the next preceding October, rounded to the nearest dollar. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by BMI.

15. TERM OF AGREEMENT

This Agreement shall be for an initial Term of one (1) year, commencing _____, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one (1) year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the Agreement shall terminate on the last day of the Term in which notice is given.

AGREEMENT

AGREEMENT, made at New York, N.Y. on (Date will be entered by BMI upon execution) _____ between BROADCAST MUSIC, INC., a State of New York corporation with its principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030 (hereinafter "BMI") and the legal or trade name described below and referred to thereafter as "LICENSEE" (the "Agreement"). This Agreement includes all of the terms and conditions set forth herein.

LEGAL NAME (Name of Corporation, Partnership, or Individual Owner)		LICENSED PREMISES (All locations are licensed by LICENSEE)	
TRADE NAME (Doing business under the name of)		(Street Address)	
		(City) (State) (Zip)	
PLEASE CHECK APPROPRIATE BOX		(Telephone Number) (Fax Number)	
<input type="checkbox"/> Individual Ownership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Other		(Contact Name) (Title)	
(State of Incorporation, if different from Licensed Premises)		(Email Address) (Web Address)	
(Enter names of partners)		MAILING ADDRESS (If different from Licensed Premises)	
Federal Tax ID No.		(Street Address)	
GOVERNMENT ENTITIES (If applicable, please check one)		(City) (State) (Zip)	
<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local		(Telephone Number) (Fax Number)	
(State)		(Contact Name) (Title)	
(Municipality and State)		(Email Address- If different from above)	
TO BE COMPLETED BY LICENSEE By signing this Agreement you represent that you have the authority to bind LICENSEE and that you have read, understood and agree to all of the terms and conditions herein. (SIGN HERE – PLEASE INCLUDE PAYMENT)		FOR ADMINISTRATIVE USE ONLY TO BE COMPLETED BY BMI BROADCAST MUSIC INC.	
Signature			
Print Name / Title			
Signatory Email Address* (If different from above)		FOR BMI USE ONLY	
*In order to receive a copy of your executed Agreement, please provide the email address of the Signatory		LGE	
		LI-2015/DEC	
		EFFECTIVE: January 2016	
PLEASE RETURN THIS ENTIRE SIGNED LICENSE AGREEMENT TO: BMI, 10 MUSIC SQUARE E., NASHVILLE, TN 37203		ACCOUNT NO. COID	

* BMI and the music stand symbol are registered trademarks of Broadcast Music, Inc.



SESAC PERFORMANCE LICENSE for MUNICIPALITIES

Agreement made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 55 Music Square East, Nashville, TN 37203 and

_____("LICENSEE")
(Legal Name of Entity)

(Billing Address)

(City, State, ZIP)

Telephone: _____ Fax: _____ E-mail: _____

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS: Effective as of **June 1, 2016** (the "Effective Date") SESAC grants to LICENSEE the non-exclusive right and license to publicly perform live or recorded non-dramatic renditions of the musical compositions, the performance rights to which SESAC controls and/or is empowered to license (the "Compositions") solely on and in connection with the following:

Name **City of Creston**
Location **Creston, IA** (the "Municipality")

As used herein, "Municipality" shall include those locations owned, operated, and/or leased by LICENSEE which are used as governmental offices or for related purposes; those locations at which events are held under LICENSEE's sole control and attended by LICENSEE's employees, their families, social acquaintances, citizens, and other members of the public; and those areas owned, operated, and/or leased by LICENSEE which are under LICENSEE's sole control.

2. LIMITATIONS OF RIGHTS: The Rights granted pursuant to Paragraph 1 above shall specifically exclude:

A. the right to perform, broadcast, televise or otherwise transmit the Compositions to any location (unless and to the extent otherwise expressly permitted in Schedule "A");

B. the right to grant the Rights to any third party;

C. "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting);

D. performances of the Compositions (i) which are part of a background music service originating from any location including the Municipality, for which SESAC performance license fees are otherwise paid, regardless of the means by which such performances are transmitted on or to the Municipality, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.

E. This license shall specifically exclude concerts. "Concerts" are those performances by an entertainer, group, or performer for which an admission or other fee is charged and which are not solely promoted by LICENSEE.

F. This license shall specifically exclude "Sporting events." "Sporting events" are professional, semi-professional, major or minor league athletic competitions.

G. This license shall specifically exclude Colleges and/or Universities.

3. TERM OF LICENSE:

A. The term of the Agreement shall be for an initial period that commences upon the Effective Date and continues for a period of one (1) year (the "Initial Period"). Thereafter, the Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year ("Renewal Period(s)"). SESAC and /or LICENSEE shall have the right to terminate this Agreement as of the last day of the Initial Period or as of the last day of any Renewal Period(s) upon giving written notice to the other party by certified mail, return receipt requested, at least thirty (30) days prior to the commencement of any Renewal Period(s). The Initial Period and Renewal Period(s) are sometimes collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

4. LICENSE FEE:

A. As consideration for the Rights granted herein, LICENSEE shall pay to SESAC the annual "License Fee" then in effect in accordance with the "Fee Schedule" set forth in Schedule "A" attached hereto.

B. In the event that SESAC is determined by the taxing authority or courts of any state, territory, or possession in which LICENSEE conducts its operation to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification therefor, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE, unless by constitution or statute, LICENSEE is exempt from any such tax whether applied directly or indirectly to LICENSEE.

C. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. In the event that SESAC incurs any costs or fees in connection with the collection of any amounts past due to SESAC hereunder, including without limitation reasonable attorney's fees, then LICENSEE shall be responsible for paying such amounts to SESAC unless by constitution or statute, LICENSEE is exempt from any such charge whether applied directly or indirectly to LICENSEE.

D. Effective January 1 of each calendar year the License Fee Schedule may be increased by an amount (rounded to the nearest dollar) equivalent to the percent increase in the Consumer Price Index - All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

5. MISCELLANEOUS:

A. In the event LICENSEE fails to pay the License Fee when due or is otherwise in default of any other provision of this Agreement, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies available if LICENSEE has not cured such breach within thirty (30) days following SESAC's written notice of such default.

B. SESAC shall have the right to withdraw from the scope of this License, upon written notice, the right to perform any musical composition licensed hereunder as to which any action has been threatened, instituted, or a claim made that SESAC does not have the right to license the performance rights in such composition.

C. This Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's legal representatives, successors, and assigns, but no assignment shall relieve SESAC or LICENSEE of their obligation under this Agreement.

D. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the Municipality. No modification of this Agreement shall be valid or binding unless in writing and executed by SESAC and LICENSEE. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of _____
Please insert today's date

LICENSEE

SESAC LLC

BY: _____
(please sign here)

BY: _____

(Type or print name)

TITLE: _____

TITLE: _____

Please mail signed license to:

SESAC
55 Music Square East
Nashville, TN 37203

Schedule "A"
MUNICIPALITY - 2016

I. Municipality. "Municipality," as used in the SESAC Performance License effective **June 1, 2016** (the "Agreement") to which this Schedule "A" is attached, shall be defined as the following Municipality:

Name **City of Creston**
Location **Creston, IA** (the "Municipality")

II. Fee Schedule/License Fee.

A. The annual License Fee shall be based upon the "Population" of the Municipality as noted below:

<u>"Population"</u>		<u>License Fee for calendar year 2016</u>
25,000	or less	\$ 378
25,001	- 50,000	\$ 755
50,001	- 100,000	\$ 1,230
100,001	- 150,000	\$ 1,792
150,001	- 250,000	\$2,451
250,001	- 500,000	\$3,205
500,001	And over	\$4,056 + \$378 for each additional 100,000 population

Population: 7,834

This license will authorize **audio and/or audio/visual musical performances** (radio, records, tapes, compact discs, videocassettes, laser discs, television, and similar media), and **live musical performances**. This license will also authorize performances via **music on hold** systems operated by LICENSEE.

B. As used herein, "Population" shall mean the total population of the Municipality as of the most recent United States Census.

C. LICENSEE shall pay the License Fee to SESAC upon execution of this Agreement, with license fees due and payable in advance. The initial License Fee payment shall be a pro-rated amount calculated using the then current License Fee rate(s) from the Effective Date through the end of the current billing period. Subsequent payments shall be made annually in one (1) payment on or before the first day of January, for the billing period of January 1 through December 31 of each calendar year of the Term.

D. Upon execution of this Agreement, LICENSEE shall provide SESAC with a report detailing the Population as of the Effective Date. Thereafter, on or before October 1 of each calendar year, in the event that a change in the Population results in a change in fee category, LICENSEE shall submit an updated report of the Population. License fees will be adjusted effective the following January 1. SESAC retains the right to obtain these figures through United States Census Data and make appropriate adjustments to the License Fee.

E. Notwithstanding anything to the contrary contained in this Agreement, upon written notice to LICENSEE, SESAC shall have the right to adjust the rates set forth in the Fee Schedule. In the event that LICENSEE's License Fee increases as a result of such adjustment to the Fee Schedule, LICENSEE shall have the right to terminate this Agreement as of the date such increase is to take effect. LICENSEE must give SESAC written notice of such termination by certified mail, return receipt requested, not later than thirty (30) days after written notice of such increase is sent to LICENSEE by certified mail. This paragraph shall not apply to paragraph 4.D of the Agreement.

III. This Schedule is incorporated and made part of the Agreement. Unless otherwise indicated, all capitalized terms in this Schedule "A" shall have the same meaning as set forth in the Agreement.

Please do not detach, must accompany license

Please mail completed license to: SESAC, 55 Music Sq. E., Nashville, TN 37203

City of Creston / 63-14-01025 / TD ID# 487842

V1207SM



MARTENS & COMPANY, CPA, LLP

CERTIFIED PUBLIC ACCOUNTANTS
4949 Pleasant Street, Suite 104
West Des Moines, Iowa 50266

REC'D JUN 16 2016

(515)-223-4841
FAX: (515)-223-0851

June 13, 2016

Lisa Williamson, City Clerk
Honorable Mayor and Members of the City Council
City of Creston
PO Box 449
Creston, Iowa 50801

We are pleased to confirm our understanding of the services we are to provide the City of Creston for the year ended June 30, 2016. We will audit the financial statements of the City of Creston's governmental activities, business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the entity's basic financial statements as of and for the year ended June 30, 2016. We understand that the financial statements will be presented in accordance with the cash basis of accounting. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD & A), to supplement the City of Creston's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Creston's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedule of receipts, disbursements and changes in balances - budget and actual (cash basis)
3. Schedule of the City's proportionate share of the net pension liability
4. Schedule of the City contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Creston's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

1. Schedule of cash receipts, disbursements and changes in cash balances - nonmajor governmental funds
2. Schedule of indebtedness
3. Long term debt maturities
4. Schedule of receipts by source and disbursements by function - all governmental funds.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with the cash basis of accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and will include tests of accounting records, and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Creston's financial statements. Our report will be addressed to the Honorable Mayor and City Council of the City of Creston. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unqualified (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control on compliance, (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Creston is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal controls and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations,

contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Creston's compliance with provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Creston in conformity with the cash basis of accounting based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met, following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible

for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements and all accompanying information in conformity with the cash basis of accounting; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with the cash basis of accounting. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the supplementary information in accordance with the cash basis of accounting; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance the cash basis of accounting; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits, attestation engagements, performance audits or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements,

performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

Audit Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Creston and the Auditor, State of Iowa; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Martens & Company, CPA, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to Auditor, State of Iowa or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Martens & Company, CPA, LLP personnel.

Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Richard D. Atterbury is the engagement partner and is responsible for supervising the engagement and signing the report.

We tentatively expect to begin our audit on approximately August 1, 2016 and to issue our reports no later than September 30, 2016.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$13,600. This fee does not include the fee for the annual financial report which is covered under a separate engagement letter. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report. Our 2014 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Creston and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Martens & Company, CPA, LLP

MARTENS & COMPANY, CPA, LLP

Page 8

RESPONSE:

This letter correctly sets forth the understanding of the City of Creston.

By: _____

Title: _____

OLSEN, MUHLBAUER & CO., L.L.P.

Certified Public Accountants

MEMBERS

**RICHARD D. MUHLBAUER
PATRICK J. O'BRIEN
TRUDENE L. WITTMACK
KARLA L. FULTON
TAMMY M. BRUCH
ROBERT L. MUHLBAUER**

**1127 PLAZA DR.
VILLAGE PARK EAST
CARROLL, IOWA 51401
712-792-4314
FAX 712-792-4503**

SYSTEM REVIEW REPORT

November 18, 2014

To the Partners of
Martens & Company, CPA, L.L.P.
and the Peer Review Committee of the Iowa Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martens & Company, CPA, L.L.P. (the firm) in effect for the year ended June 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedure. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standards, and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Martens & Company, CPA, L.L.P. in effect for the year ended June 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Martens & Company, CPA, L.L.P. has received a peer review rating of pass.

Olsen, Muhlbauer & Co., L.L.P.

**OLSEN, MUHLBAUER & CO., L.L.P.
Certified Public Accountants**

January 12, 2015

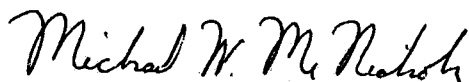
Richard D. Atterbury, CPA
Martens and Company, CPA, LLP
4949 Pleasant St Ste 104
West Des Moines, IA 50266

Dear Mr. Atterbury:

It is my pleasure to notify you that on January 6, 2015, the Iowa Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is December 31, 2017. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,



Michael W. McNichols, CPA
Committee Chair

cc: Patrick J. O'Brien, CPA

Firm Number: 10045201

Review Number 364309

**MARTENS & COMPANY, CPA, LLP**

CERTIFIED PUBLIC ACCOUNTANTS

4949 Pleasant Street, Suite 104

West Des Moines, Iowa 50266

(515)-223-4841

FAX: (515)-223-0851

June 13, 2016

Lisa Williamson, City Clerk
City of Creston
116 W Adams St, PO Box 449
Creston, Iowa 50801

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will perform the following services:

We will prepare the State of Iowa 2016 annual financial report in an Excel spreadsheet of the City of Creston for the year ended June 30, 2016 in accordance with the cash basis of accounting.

Our Responsibilities

The objective of our engagement is to prepare financial information in the form of the Excel spreadsheet. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our compilation procedures, that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

Management Responsibilities:

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the annual financial report in excel format

in accordance with the cash basis of accounting. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your annual financial report in accordance with SSARS:

1. The selection of accounting principles in accordance with the cash basis of accounting as the financial framework to be applied the the preparation of the annual financial report.
- 2.. The preventing and detection of fraud.
3. To ensure that the entity complies with the laws and regulations applicable to its activities.
4. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the annual financial report.
5. To provide us with -
 - A. Documentation, and other related information that is relevant to the preparation and presentation of the annual financial report.
 - B. Additional information that may be requested for the purpose of the preparation of the annual financial report.
 - C. Unrestricted access to persons within the City of Creston with whom we determine it necessary to communicate.

The annual financial report will not be accompanied by a report. However, you agree that the annual financial report will clearly indicate that no assurance is provided on them.

Other Relevant Information

Richard D. Atterbury is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for this service will be \$800 for the preparation. You will also be billed for out-of-pocket costs. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

City of Creston
Page 3

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Martens & Company, CPA, LLP

MARTENS & COMPANY, CPA, LLP

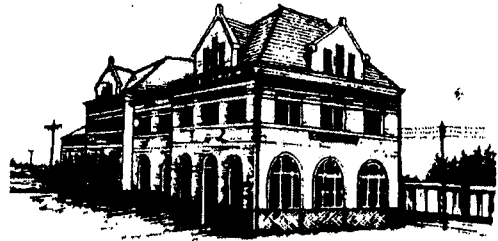
Acknowledged:
City of Creston

City Manager

Date

City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, IA 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

June 16, 2016

TO: Mayor Lybarger and City Council Members

RE: Conditional Use Permit Request from the Pearson Family Funeral Service

The Planning and Zoning Commission met on June 14th, 2015 to hold a public hearing regarding the request from the Pearson Funeral Home to build a structure to house a crematory at 205 N Sumner Ave.

This area is zoned as R-2 Multiple Family in which a funeral home is listed as a conditional use.

This building will be placed north of the funeral home in the parking area across the alley from the funeral home.

No one from the public expressed any concerns or objections to this building housing a crematory.

There is a building plan and information regarding this crematory included in your packets.

The Planning and Zoning Commission is recommending to the Council that this Conditional Use Permit be approved allowing for the construction of the building to house a crematory.

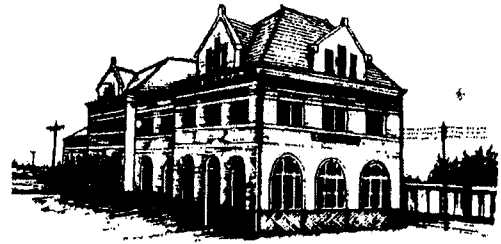
Please contact me with any questions at 782-2000 ext. 207.

Respectfully,

Kevin Kruse
Zoning Administrator

City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, IA 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

Planning and Zoning Meeting Minutes
June 14, 2016

The Planning and Zoning Commission meeting was called to order by acting Chairperson Lyell-Keate at the Creston City Council Chambers at 5:30 p.m.

Members present: Josh Madison, Trudy LaRossee, Rick Foster and Brenda Lyell-Keate. Member absent was Martin Shawler.

Also present was Kevin Kruse; Zoning Administrator, Mike Bruce; Building Inspector, Councilperson Rich Madison, Don Collins, Bruce Pearson and Dave Long.

A Public Hearing was held regarding a request for a Conditional Use Permit for the Pearson Family Funeral Service to construct a building at 205 N Sumner Ave. to house a crematory in an area zoned as R-2 Multiple Family.

Don Collins from the Matthews Cremation Company explained that their company was the world's largest manufacturer of crematories. He explained during the process of cremation there will be no smoke or dust visible from the chimney nor will there be any odor. The crematory is equipped with sensors that keep the exhaust clean. He also said that the EPA regulates emissions from crematories and will do annual inspections.

Dave Long presented building plans showing the layout of the building to be built.

Bruce Pearson said that he had talked with the neighbor adjacent to the lot where the building will be placed and that the neighbor had no problem with it.

There was no present at the public hearing to speak either in favor of or against the request. There were no letters or correspondence received either for or against this request.

After due consideration Keate moved and Foster seconded a motion to recommend to the City Council that this Conditional Use Permit for the construction of a building to house a crematory at 205 N Sumner Ave. be approved. All present voted in favor of the motion.

Being no other business the meeting was adjourned at 5:30

Respectfully submitted,

Kevin Kruse
Commission Secretary

BUILDING PERMIT UNDER ZONING ORDINANCE OF CITY OF CRESTON, IOWA

Permit No. 9465

APPLICATION FOR PERMIT

Date 5-4-16

The undersigned hereby makes application to erect or remodel a crematory building on

Lot 254 Block Addition West Creston, Section A

No. 205 N SUMNER AVE. Street

Owned by Dependable Friends Inc

Address 809 W. MONTGOMERY Phone

Number of rooms Bedrooms Toilets

Material: Exterior wall Interior wall

Foundation Roof Floor

Sq. feet: Basement 1st Floor 1200 2nd Floor Garage

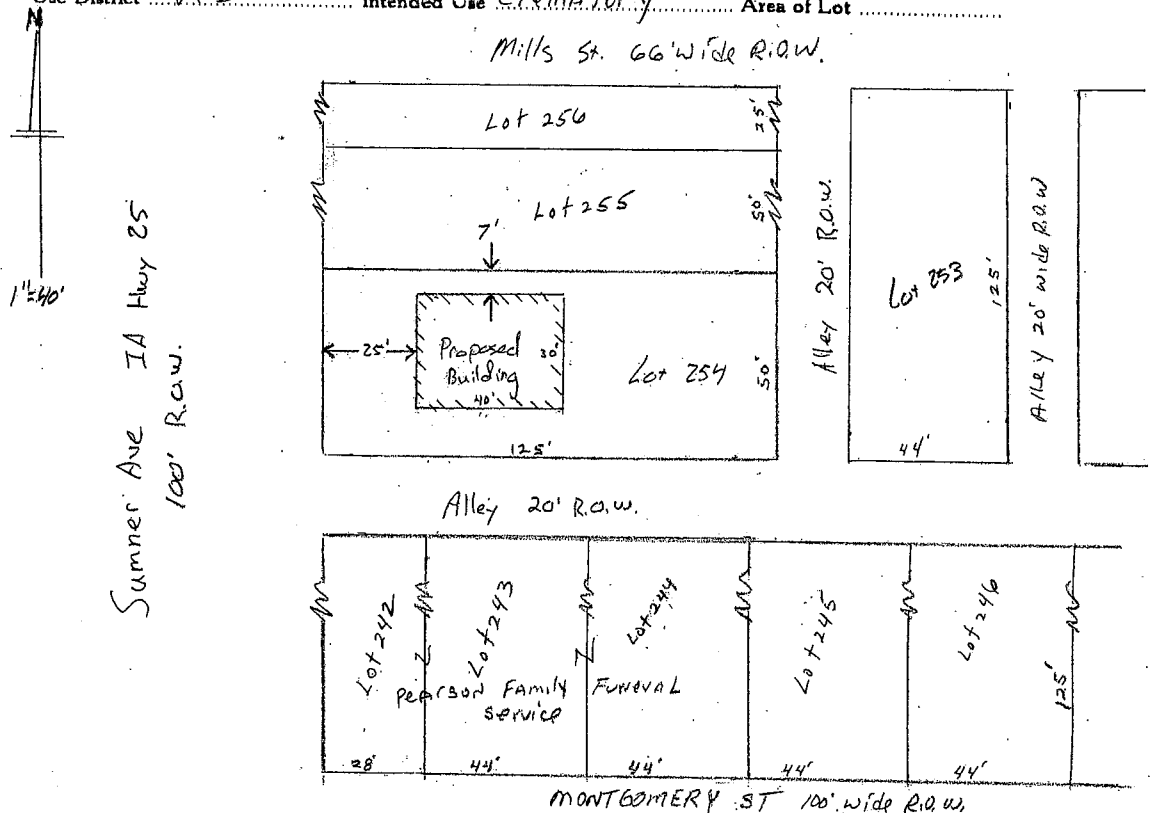
Valuation Fee Type of heat

Ceiling Height: Basement 1st Floor 2nd Floor

Dimensions of Building: Width 30' Depth 40' No. of Stories

Use District R-2 Intended Use CREMATORY Area of Lot

Mills St. 66' wide R.O.W.



This application and any permit that may be granted in response thereto are subject to all the laws of the State of Iowa, and all ordinances of the City of Creston, Iowa, and the rules and regulations of the State and local Board of Health, that may have a bearing on the same.

Applicant, being fully advised, hereby certifies that he is the owner or that he is authorized and empowered to represent the owner, who makes the accompanying application; that the application, plat, plans and specifications are true, and contain a correct description of the purposed building, lot and work, and use to which building is to be placed.

Referred to P42 for conditional use permit

K. K.

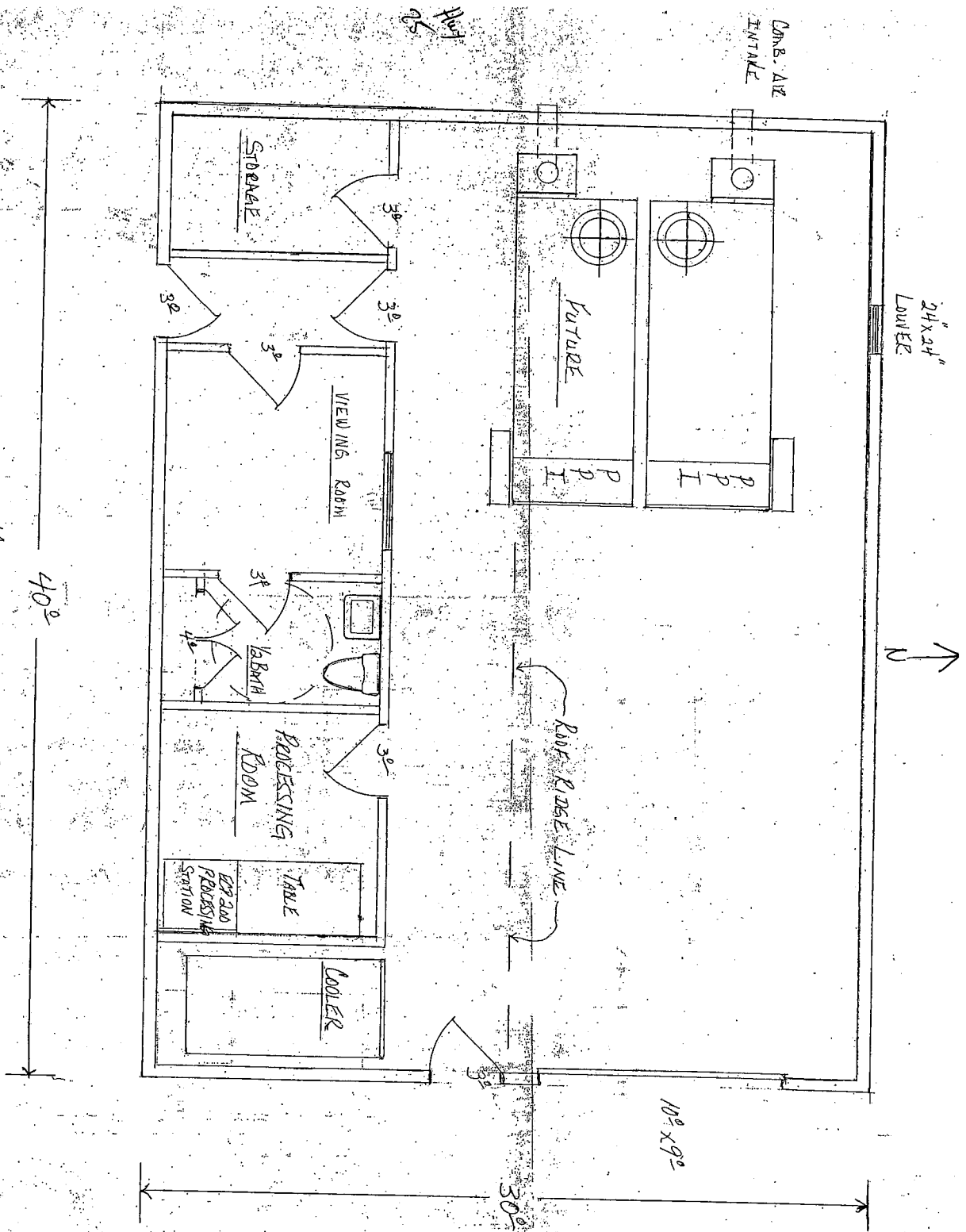
Signed

[Signature]

Applicant

Examined and approved this 5TH day of MAY, 2016

Administrative Officer



Alley
Pearson Funeral Home

1200 sq. ft.
2x6x10' high walls
1/12 Roof Pitch. Gable Roof Ends

PEARSON FUNERAL HOME
CREMATORY 6/3/16

CONTRACT FOR SERVICES

This AGREEMENT made and entered into this ____ day of June, 2016, by and between the CITY OF CRESTON and WEST AVIATION, INC.

WHEREAS, CITY OF CRESTON is the owner of CRESTON MUNICIPAL AIRPORT;

WHEREAS, WEST AVIATION, INC., is prepared to operate and maintain the CRESTON MUNICIPAL AIRPORT.

NOW in consideration of their mutual promises to perform, the Parties agree as follows:

Consideration:

1. CITY OF CRESTON shall pay the CONTRACTOR the sum of Thirty-two Thousand Five Hundred Dollars (\$32,500.00) per annum for a one (1) year period commencing July 1, 2016;
2. The CITY OF CRESTON shall provide and maintain the existing fuel pump to the CONTRACTOR. Any change in the fuel pump systems must be mutually agreed upon by both Parties;
3. The CONTRACTOR shall arrange for the purchase of fuel for retail sale. The CITY OF CRESTON will retain ownership of the fuel;
4. CONTRACTOR shall have the option of operating as a Fixed Based Operator and use of the above facilities for that purpose;
5. CONTRACTOR shall be permitted to conduct any activity consistent with operation of a Fixed Based Operator business, and shall be allowed to retain all income generated therefrom;
6. The CITY OF CRESTON shall retain the control and revenues generated by the farm lease. The CONTRACTOR will honor said farm lease and allow Lessee's compliance to all terms and conditions of their lease. Fixed Based Operator also will allow farm tenants access to their crops and hay ground;
7. The CITY OF CRESTON shall retain hangar lease control and revenues of said lease to be kept by the CITY OF CRESTON;
8. This contract shall not be sold, sublet, or transferred to another without written approval by both Parties;

Duties:

9. CONTRACTOR, WEST AVIATION, INC., shall be solely responsible for all maintenance, upkeep, and repairs (labor only) of the CRESTON MUNICIPAL AIRPORT, including but not limited to all grass mowing and snow removal, and four (4) buildings excluded are, the red Storage building, the Terminal building, the snow removal equipment building and the Maintenance building;

10. CONTRACTOR agrees that it will keep and maintain an accurate and complete set of books and records relative to its operation at the CRESTON MUNICIPAL AIRPORT and such portion of said books and records as may be relevant and material to the CITY OF CRESTON and may be inspected at any reasonable time by the City Administrator or Chairman of the AIRPORT COMMISSION, the same having a bearing upon that rate or charge which may be applicable;
11. CONTRACTOR agrees to maintain and follow good housekeeping practices on all of the premises now or hereafter placed in control of this CONTRACTOR and in the event that CONTRACTOR fails to do so, the CITY OF CRESTON may, after reasonable, necessary housekeeping to be done and charge the actual costs thereof to the CONTRACTOR;
12. CONTRACTOR shall be responsible for prompt repair or replacement at CONTRACTOR'S expense any part of the CRESTON MUNICIPAL AIRPORT or any building or improvements thereon damaged or destroyed by gross negligence or willful acts of CONTRACTOR, his employees, or agent which is not covered by insurance except as otherwise provided in this AGREEMENT. CONTRACTOR shall not be responsible or liable for reasonable wear and tear. CONTRACTOR shall not be responsible for damage caused by negligence or willful fault of CITY OF CRESTON, its officers, employees and agents, or of other parties who use or come upon the CRESTON MUNICIPAL AIRPORT;
13. CONTRACTOR covenants and agrees to hold CITY OF CRESTON free and harmless from loss, in whole or in part from each and every claim and demand whatever the nature made by or on behalf of any person or persons for any wrongful act or omission arising out of the use of the CRESTON MUNICIPAL AIRPORT on the part of the CONTRACTOR, its agents, servants, invitees, and employees, and for such purpose, CONTRACTOR agrees to carry liability insurance naming the CITY OF CRESTON and its officers and employees as additional insured's such insurance to have limits not less than the following:
 - i. Worker's Compensation insurance including Employer's Liability and Occupation Disease covering all Iowa employees for statutory Iowa benefits who perform any of the obligations assumed by the Fixed Base Operator under the LEASE AGREEMENT. The policy will contain a broad form of all states endorsement.
 - ii. Compensation General Liability, including independent contractors, completed operations and products, contractual liability, broad form property damage, personal injury an X, E and U coverage. Coverages must meet the following limits and deductibles on bodily injury are not acceptable:

<u>Coverages – General Liability</u>	<u>Minimum Limits</u>
Bodily Injury	Each occurrence - \$1,000,000 & \$2,000,000 aggregate
Personal Injury & Advertising Liability	\$1,000,000
Fire Legal Liability	\$100,000
Premises Medical Payments	\$10,000
Umbrella Liability Coverage	\$1,000,000

14. CONTRACTOR further agrees to file a certificate of insurance with CITY OF CRESTON evidencing that such insurance has been furnished and that the same will not be cancelled without thirty (30) days notice to the CITY OF CRESTON. During the term of this AGREEMENT, the CITY OF CRESTON will annually review the insurance limits to assure the limits are in accordance with CITY policy and reserve the right to request the Fixed Based Operator to increase the above insurance limits provided thirty (30) days prior notice is given by the CITY OF CRESTON;
15. CONTRACTOR and CITY OF CRESTON agree that they will cooperate with each other relative to the further and future developments and improvements of the CRESTON MUNICIPAL AIRPORT and relative to the obtaining of any available Federal and State funds for development and improvement projects, all with a view to enhancement of the CRESTON MUNICIPAL AIRPORT and the operation thereof, and CONTRACTOR agrees that it will also cooperate with any duly designated official, commission or committee of CITY OF CRESTON, including the present CRESTON AIRPORT COMMISSION;
16. CITY OF CRESTON will provide after-hours fuel service;
17. CONTRACTOR will operate a maintenance facility and attend the CRESTON MUNICIPAL AIRPORT Monday through Friday from 8:00 o'clock a.m. to 5:00 o'clock p.m. with evenings and weekends upon request. If the FBO is unable to attend due to illness or vacation, the FBO will notify LEC Dispatch and CITY personnel will provide on-call fuel service. It is understood that the CONTRACTOR may opt to close their services on the major holidays; however, CITY will provide for fuel service and arrange for said service with an on-call status. CITY OF CRESTON will arrange the on-call service;
18. It is the CONTRACTOR'S responsibility to provide all utility service for the large maintenance hangar only;
19. The CITY OF CRESTON is responsible for all long-distance telephone expense.

City Responsibilities:

20. CITY shall retain use of the Maintenance building located on these premises and shall be responsible for the utility expense associated with same;
21. CITY shall also provide utility expense for operation of the airport, radio homing beacon and Terminal building;
22. CITY shall furnish all parts and repairs necessary to maintain runway lighting, taxiing, lighted wind sock, rotating light beacon and radio homing beacon;
23. CITY shall provide light bulbs, restroom supplies and public telephone in the Terminal building;
24. CITY shall also be responsible for Unicom, Internet and DTN services;
25. CITY shall provide at no cost to WEST AVIATION, INC., the fuel used in the CITY-owned truck for snow removal.

Additional Provisions:

26. CONTRACTOR shall have the option of operating as a Fixed Based Operator and use of the above facilities for that purpose;
27. CONTRACTOR shall be permitted to conduct any activity consistent with operation of a Fixed Based Operator business and shall be allowed to retain all income generated. The CITY will get 25% of the fuel sales' profit and the FBO will get 75% of the fuel sales' profit. Inventory will be taken and reported on a monthly basis. Cost of fuel may be averaged to determine profit. Payment to the FBO for fuel sales' profits will be on a monthly basis;
28. CONTRACTOR agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service provided that the CONTRACTOR may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers;
29. CONTRACTOR will not on the grounds of race, color, sex, national origin or mental or physical handicap, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. The CITY reserves the right to take such action as the United States Government may direct to enforce this Covenant;
30. During the time of war or national emergency, the CITY shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the CRESTON MUNICIPAL AIRPORT. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the United States Government, shall be suspended;
31. This AGREEMENT shall be subordinate to the provisions of any existing or future agreement between the CITY OF CRESTON and the United States Government relative to the maintenance, operation or development of the CRESTON MUNICIPAL AIRPORT;
32. CONTRACTOR agrees that the CITY OF CRESTON has the right to adopt and enforce reasonable rules and regulations applicable to the public's use of the CRESTON MUNICIPAL AIRPORT, and that CONTRACTOR and all its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the CITY OF CRESTON, the United States of America or any Department or Agency thereof, and the State of Iowa;
33. The CITY reserves the right (but shall not be obligated to the CONTRACTOR) to maintain and keep in repair the landing area of the CRESTON MUNICIPAL AIRPORT and all publicly-owned facilities of the CRESTON MUNICIPAL AIRPORT, together with the right to direct and control all activities of the CONTRACTOR in this regard;
34. Anything in this CONTRACT contrary, notwithstanding, neither the CITY OF CRESTON or CONTRACTOR shall be liable to the other for any business interruption of any law or damage to property or injury to or death of person occurring on the demised premises or the adjoining properties, sidewalks, streets or alleys, or in any manner growing out of or

connected with CONTRACTOR'S use and occupation of the demised premises, or the condition thereof, or of sidewalks, streets, or alleys adjoining caused by the negligence or other fault of the CITY or CONTRACTOR or of their respective agents, employees, subtenants, licensees or assignees to the extent that such business interruption or loss or damage to property or injury to, or death of persons is covered by or indemnified by proceeds received from insurance carried by the other party (regardless of whether such insurance is payable to or protects the CITY or CONTRACTOR or both) or for which such party is otherwise reimbursed and the CITY and CONTRACTOR each hereby respectively waives all right of recovery against the other, its agents, employees, subtenants, licensees and assignees, for any such loss or damage to property or injury to or death of persons to the extent the same is covered by or indemnified by proceeds received from any such insurance, or for which reimbursement is otherwise received. Nothing in this section of this AGREEMENT shall be construed to impose any other or greater liability upon either the CITY or CONTRACTOR than would have existed in the absence of this paragraph.

35. The CONTRACTOR will provide a courtesy car and be responsible for all expenses related to the courtesy car. Proof of insurance shall be provided to the CITY.

Termination:

This AGREEMENT shall terminate on June 30, 2017. Either Party may terminate this AGREEMENT on the proof of a default of the terms contained herein;

In the event of a default by CONTRACTOR, the balance of the consideration due shall be forfeited;

In the event of a default by CONTRACTOR or upon termination of this AGREEMENT, the CONTRACTOR shall surrender the premises in the same condition as when he assumed possession thereof;

In the event legal action is necessary to enforce any provision of this AGREEMENT, the prevailing Party shall be entitled to collect all costs incurred for said legal action, including attorney fees.

Modification:

This AGREEMENT establishes the entire AGREEMENT between the Parties and shall only be modified by written agreement executed by both Parties.

SIGNED this _____ day of June, 2017

WEST AVIATION, INC.

CITY OF CRESTON

Larry West, Owner

Gary Lybarger, Mayor

AIRPORT COMMISSION:

Tadd Carr, Chair

Rise & Shine
• Running
Sunday
July 3rd
2016

Post Race Sponsored
by Creston **HyVee**®



Half starts @ 7:30 am

5K starts @ 8:30 am

Register Online at
www.CrestonHalfMarathon.com

Early Bird Registration by June 15: 5K - \$25, Half - \$35

Registration After June 15: 5K - \$35, Half - \$45